BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA
June 9, 2026
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Sgromolo

PLEDGE

Major Brian Thomas, US Army (Ret.)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

SPECIAL STAFF RECOGNITION

Recognition of Vallencourt Construction for their support during the Railroad Fire (CCFR, CCSO, Forestry, EM)

PROCLAMATIONS/RESOLUTIONS

1. Solid Waste Workers Week (June 15-20, 2026)
2. Penney Retirement Community Centennial (June 22, 2026)
3. Recognition of St. Johns Country Day School Spartans Baseball Team
4. Hurricane Preparedness Month (June 2026)

PRESENTATIONS

Hurricane Preparedness Brief (T. Devin)

Keystone Heights Community Redevelopment Agency Update (J. Booth)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

5. Board of County Commissioners Meeting Minutes, May 26, 2026.

PUBLIC COMMENTS

CONSENT AGENDA

6. Finance Business

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

7. RFQ No. 25/26-016, Construction Engineering and Inspection Services for SUN Trail (J. Loos)

   Review and approval of Staff's ranking of the submittals received for RFQ No. 25/26-016, Construction Engineering and Inspection (CEI) Services for SUN Trail. The top ranked firm will be selected, and staff will begin negotiations with that Firm.

   1. Eisman & Russo, Inc. - 85.30
   2. KCI Technologies, Inc. - 84.00
   3. England-Thims & Miller, Inc. - 82.63
   4. CDM Smith, Inc. - 79.50
   5. Carnahan Proctor and Cross, Inc. - 76.75
   6. CSI Geo, Inc. - 75.00
   7. Halff Associates, Inc. - 74.00
   8. Infrastructure Consulting & Engineering, LLC - 73.83

   A committee consisting of the Engineering Director, Grants Compliance Manager and Construction Engineer Inspector II. performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

   Funding Source: Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - SUNTrail Long Bay - Old Jennings to Live Oak Lane - Infrastructure

8. Agreement for Mosquito Control Services with Vector Disease Control International (VDCI) (A. Wallau)

   Approval of the agreement for Mosquito Control Services with Vector Disease Control International (VDCI), a Rentokil North America Company, beginning July 1, 2026 for a period of three (3) years with

option to renew for two (2) additional one-year terms. Cost of routine service is $25,571.00 per month, less $1,800.00 for the use of County facilities. The costs for as-needed services are detailed in the price table attached.

Funding Source:

General Fund - Mosquito Control - Professional Services

9. Agreements for Continuing Professional Services (R. Smith)

Approval of the Continuing Professional Services Agreements with the Firms listed below on an as-needed basis for categories (1) General Civil Engineering Services; (2) Environmental Services; (3) Transportation Planning and Traffic Engineering Services; (4) Planning and Study Services; (5) Landscape Architectural Services (6) Structural Civil Engineering Services; (8) Geotechnical Services.

1. Alpha Envirotech Consulting, Inc. (Cat. 2)
2. Baxter & Woodman, Inc. (Cat. 4)
3. CPH Consulting, LLC (Cat. 1, 3, 5)
4. ECS Florida, LLC (Cat. 8)
5. England-Thims & Miller, Inc. (Cat. 1, 3, 5)
6. GAI Consultants, Inc. (Cat. 1, 2, 3, 4, 5, 6)
7. Jones Edmunds & Associates, Inc. (Cat. 1)
8. Kimley-Horn and Associates, Inc. (Cat. 1, 2, 3, 4, 5, 6)
9. UES Professional Solutions, LLC (Cat. 8)
10. WGI, Inc. (Cat. 1, 2, 3, 4, 5, 6)

The Agreements are for a term of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each. Specific categories of services along with corresponding hourly rates are attached to the agreements.

Funding Sources:

Various

10. Athletic Association Park Lease Agreements and Resolutions (J. Pierce)

A) Approval of Lease Agreements for an initial three-year lease term, with renewal options as set forth in the Lease Agreements, with the following Athletic Associations for designated County parks:

1. Fleming Island Athletic Association, Inc. – Lease of Paul C. Armstrong Community Park

2. Fleming Island Athletic Association, Inc. – Sublease of Neptune Park

3. Green Cove Springs Baseball/Softball Association, Inc. – Lease of Carl Pugh Community Park

4. Keystone Heights Sports Association, Inc. – Lease of Little Rain Lake Park

5. Keystone Youth Soccer Club, Inc. – Lease of Twin Lakes Community Park
6. Middleburg Association of Athletics, Inc. – Lease of Omega Community Park
7. Oakleaf Sports Association, Inc. – Lease of Oakleaf Community Park

B) Approval of the attached authorizing resolutions.
Funding Source:
Revenue

11. First Amendment to Grant Agreement No. 2024/2025-53 with State of Florida, Department of Commerce for the Regional Sports Complex Phase 2 (J. Hysler)

    First Amendment to Grant Agreement No. 2024/2025-53 (HL271) with State of Florida, Department of Commerce for the Regional Sports Complex Phase 2, updating the scope of work and extending the term through June 30, 2027. Grant award remains the same ($500,000.00).
    Funding Source/Revenue:
    Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Regional Sports Complex / Sports Complex Phase II / State Grants – Culture and Recreation
12. Presentation of Annual Assessment Rate Resolution establishing the rate of assessment for graded road maintenance of properties within the Hidden Waters Roads MSBU for FY 2026-27 (C. Grimm)
13. Presentation of Annual Assessment Rate Resolution establishing the rate of assessment for graded road maintenance of properties within the Oak Forest Roads MSBU for FY 2026-27 (C. Grimm)
14. Presentation of Annual Assessment Rate Resolution establishing the rate of assessment for graded road maintenance of properties within the Blue Jay Drive Roads MSBU for FY 2026-27 (C. Grimm)
15. Presentation of Certificate to 2026 Non-Ad Valorem Assessment Roll for Black Creek Hills Water System MSBU (C. Grimm)
16. Presentation of Annual Assessment Rate Resolution establishing rates of assessments for certain subdivision properties previously included within the Subdivision Roads Maintenance MSBU for FY 2026-27 (C. Grimm/R. Smith)
17. Resolution approving the submittal of a grant application to the Agency For Health Care Administration Rural Health Transformation Program (C. Curington)
18. Request approval for the submission of grant applications to the Federal Emergency Management Agency (FEMA), Staffing For Adequate Fire

and Emergency Response (SAFER) Grant Program and Assistance to Fire Fighters Grant (AFG) Grant Programs (C. Curington)

DISCUSSION/UPDATES

19. Progress Report on the Bonded Transportation Program and Other Capital Projects (Capital Projects Team)
20. Active & Upcoming Formal Solicitations (J. Loos)

NEW BUSINESS

21. Discussion of Appointment of Canvassing Board Members for 2026 Primary and General Elections (C. Grimm)

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

22. Final Public Hearing to Consider adoption of PUD 26-0004 (District 5, Comm. Burke)(B. Carson)

    This application is a rezoning to change 8.37 acres from Agriculture/Residential District (AR) to Planned Commercial Development District (PCD). A previous request under ZON 26-0004 to rezone to Community Business District (BB-2) was presented in April but at the 4/28/26 Board hearing it was decided the request would be revised to a Planned Commercial Development District (PCD) for consideration on June 9th.
23. Final Public Hearing to Consider Transmittal of COMP 26-0012 (B. Carson)

    Comprehensive Plan Text Amendment to add Branan Field Institutional Future Land Use.
24. Public Hearing on Petition to Close, Vacate and Abandon Myrtle Boulevard between Maryland Avenue and Manhattan Avenue (R. Smith/C. Grimm)
25. First Public Hearing to consider adoption of an Ordinance Imposing a Temporary Moratorium on the Acceptance, Review or Approval of Applications for Land Use Amendments to the Clay County 2045 Comprehensive Plan related to Data Center Facilities in unincorporated Clay County (C. Grimm)

LETTERS FOR ACTION

26. Commission Auditor

    A) Notice of Resignation
    B) Separation Agreement

LETTERS OF DOCUMENTATION

27. Bid Opening Tabulations (K Smith)

Bid Opening Tabulation for June 2. 2026:
A. Bid No. 25/26-073, Mobile Trailers for Firefighter Gear Storage
B. Bid No. 25/26-087, EMS Medical Supplies

PUBLIC COMMENTS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

COMMISSIONERS' COMMENTS

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

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/2/2026 - 7:27 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Clay County Board of County Commissioners

DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/2/2026 - 7:28 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

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ITEM
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Communications	Streeper, Lisa	Approved	6/2/2026 - 7:28 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	2026 Solid Waste Workers Week Proclamation	Cover Memo	6/3/2026	2026_Solid_Waste_Workers_Week_Proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	6/2/2026 - 7:28 AM	Item Pushed to Agenda

WHEREAS, proper collection and disposal of solid waste is essential to keeping our communities clean, preventing disease, and protecting the environment; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) acknowledges that effective waste management safeguards public health and has helped reduce disease across the Western world; and

WHEREAS, the men and women who provide these critical services work long hours in challenging weather and often hazardous conditions to ensure clean, safe, and healthy communities; and

WHEREAS, Clay County values and honors our local solid waste professionals; and

WHEREAS, from June 15–20, we recognize solid waste workers for their vital role in protecting public health, preserving the environment, and enhancing community well-being, while reaffirming our commitment to cleaner, healthier, and more sustainable communities.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Clay County, Florida, does hereby proclaim June 15–20, 2026, as

SOLID WASTE WORKERS WEEK IN CLAY COUNTY

and encourages all citizens to acknowledge and celebrate the hard-working men and women of the solid waste industry who keep our neighborhoods clean and help protect our environment.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 9th day of June 2026.

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____

Kristen Burke, DC, Chairman

_____

John Sgromolo, Vice Chairman

_____

Alexandra Compere

_____

Jim Renninger

_____

Betsy Condon

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

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ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	2026 Penney Retirement Community's Centennial Proclamation	Cover Memo	6/3/2026	2026_Penney_Retirement_Community_s_Centennial_Proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	6/2/2026 - 7:29 AM	Item Pushed to Agenda

WHEREAS, Penney Retirement Community in Penney Farms, Florida, celebrated 100 years of service, faith, and purposeful living at its official Centennial Gala this year; and

WHEREAS, the community was founded in 1926 by James Cash Penney, founder of the J.C. Penney Company, as Memorial Home Community to provide a Christian home for retired pastors, missionaries, church workers, and YMCA workers where they could live with dignity, purpose, and fellowship; and

WHEREAS, now named Penney Retirement Community in honor of Mr. Penney following his passing in 1971, residents and staff continue to uphold Mr. Penney's enduring principles of faith, fellowship, service, and the Golden Rule: "Do unto others as you would have them do unto you"; and

WHEREAS, since its incorporation on June 22, 1926, the community has enriched the lives of its residents through compassionate care, volunteerism, stewardship, kindness, and spiritual growth—a true testament to the remarkable legacy of James Cash Penney; and

WHEREAS, today, Penney Retirement Community remains a thriving, not-for-profit Christian continuing care retirement community serving more than 540 residents from all walks of life who continue to embrace a lifestyle centered on purposeful living and service to others.

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

PENNEY RETIREMENT COMMUNITY'S CENTENNIAL

and extend sincere congratulations and gratitude to its residents, leadership, staff, volunteers, and supporters for a century of faithful service and enduring commitment to the values upon which the community was founded 100 years ago.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 9th day of June 2026.

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____

Kristen Burke, DC, Chairman

_____

John Sgromolo, Vice Chairman

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Alexandra Compere

_____

Jim Renninger

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Betsy Condon

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	2026 St. Johns Country Day School Spartans Baseball Team proclamation	Cover Memo	6/3/2026	2026_St._Johns_Country_Day_School_Spartans_Baseball_Team_proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	6/2/2026 - 7:29 AM	Item Pushed to Agenda

WHEREAS, the St. Johns Country Day School Spartans Baseball Team had one of the most historic seasons in school and Clay County history in 2026, exemplifying excellence, perseverance, sportsmanship, and teamwork while finishing with an outstanding 26-8 record; and

WHEREAS, under the outstanding leadership of Head Coach Tom Lucas, the Spartans captured the FHSAA Class 1A District Championship, Regional Championship, and ultimately the FHSAA Class 1A State Championship; and

WHEREAS, the Spartans earned their place among Florida's elite by defeating Schoolhouse Prep in the State Final Four before securing the State Championship victory over Orangewood Christian School, which entered the championship game with an impressive 26-3 record; and

WHEREAS, this championship marks the second baseball state championship in Clay County history, bringing tremendous pride and recognition to the school, the Orange Park community, and all of Clay County; and

WHEREAS, the accomplishments of these student-athletes reflect countless hours of hard work, dedication, discipline, and commitment from the players, coaches, families, faculty, students, and supporters of Spartan Baseball; and

WHEREAS, the Spartans embodied the highest standards of athletic excellence and served as exceptional representatives of Florida High School Athletic Association competition and the values of St. Johns Country Day School.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proudly recognize and congratulate the **2026 St. Johns Country Day School Spartans Baseball Team** for their historic FHSAA Class 1A State Championship season and commends Head Coach Tom Lucas, the coaching staff, and all student-athletes for bringing extraordinary honor and distinction to Clay County and the State of Florida.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 9th day of June 2026.

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____

Kristen Burke, DC, Chairman

_____

John Sgromolo, Vice Chairman

_____

Alexandra Compere

_____

Jim Renninger

_____

Betsy Condon

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: DATE:

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ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	2026 Hurricane Preparedness Month proclamation	Cover Memo	6/3/2026	2026_Hurricane_Preparedness_Month_proclamation.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	6/2/2026 - 7:29 AM	Item Pushed to Agenda

WHEREAS, the Atlantic hurricane season begins June 1 and continues through November 30, with peak activity typically occurring from mid-August through late September, although storms have impacted Florida as early as May and as late as November; and

WHEREAS, hurricanes are not solely coastal events, as damaging winds, inland flooding, tornadoes, storm surge, rip currents, and heavy rainfall can significantly impact inland communities and areas far from the coast; and

WHEREAS, preparedness and early planning are essential to protecting lives, property, and the overall resilience of the community before, during, and after severe weather events; and

WHEREAS, all residents are encouraged to understand their individual risk by determining whether they live in a flood-prone area or evacuation zone and by identifying any structural vulnerabilities in their homes; and

WHEREAS, residents are encouraged to register for emergency alerts through **Alert.ClayCountyGov.com**, monitor official forecasts and warnings, and become familiar with evacuation routes, shelters, and emergency procedures; and

WHEREAS, all households are encouraged to develop emergency communication plans and maintain disaster supply kits containing sufficient food, water, medications, important documents, pet supplies, hygiene products, and other necessities to sustain family members for at least seven days following a storm event; and

WHEREAS, the Clay County Board of County Commissioners recognizes the importance of public awareness, preparedness education, and community readiness throughout hurricane season.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Clay County, Florida, does hereby proclaim June 2026 as

HURRICANE PREPAREDNESS MONTH IN CLAY COUNTY

and urges all residents to take the necessary steps to prepare themselves, their families, homes, and businesses for the 2026 Hurricane Season.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 9th day of June 2026.

ATTEST:

_____

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

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

_____

Kristen Burke, DC, Chairman

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John Sgromolo, Vice Chairman

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Alexandra Compere

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Jim Renninger

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Betsy Condon

Agenda Item
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Clay County Administration Building
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Clay County Administration Building
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/2/2026 - 7:30 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

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AGENDA
ITEM
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ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Board of County Commissioners Meeting Minutes, May 26, 2026.	Backup Material	6/4/2026	Board_of_County_Commissioners_Meeting_Minutes_May_26__2026.pdf
	Attachment "A" Pet Adoptions	Backup Material	5/29/2026	Attachment_A_Pet_Adoptions.ADA_aw.pdf
	Attachment "B" BoCC Standing Rules	Backup Material	5/29/2026	Attachment_B_BoCC_Standing_Rules.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/2/2026 - 7:30 AM	Item Pushed to Agenda

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
May 26, 2026
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Jim Renninger gave the Invocation.

PLEDGE

US Marine Corps Sergeant Matthew Lippincott led the Pledge of Allegiance.

Chairman Kristen Burke said United States Marine Corps Sergeant Matthew Lippincott served 8 years and 4 months as a Rifleman in the 1st Battalion, 6th Marine Regiment and the 2nd Battalion, 2nd Marine Regiment, with assignments at Camp Lejeune, North Carolina, and in Fallujah and Ramadi, Iraq. A Decorated Veteran, he earned the Combat Action Medal, the Iraq Campaign Medal, and three Sea Service Deployment ribbons. Sergeant Lippincott joined the military in response to September 11, 2001 -- and learned during his service that life is short -- so it's important to enjoy every day and make the most of the time you have. His favorite military memory is the camaraderie and brotherhood among his fellow Marines. Sergeant Lippincott is a resident of Middleburg, Florida, and continues to serve his community as a Range Safety Officer at the Clay County Outdoor Adventure Park.

Sergeant Lippincott thanked the Board for the invitation to lead the Pledge of Allegiance and for their service to the Veterans of Clay County and the Community.

CALL TO ORDER

Chairman Kristen Burke called the meeting to order at 4:02 pm.

ROLL CALL

Present:
Commissioner District 5 Dr. Kristen T. Burke, Chairman
Commissioner District 1 John Sgromolo, Vice-Chairman
Commissioner District 2 Alexandra Compere
Commissioner District 3 Jim Renninger
Commissioner District 4 Betsy Condon

Absent: None
Staff Present: County Manager Howard Wanamaker
County Attorney Courtney K. Grimm
Commission Auditor Heather Boucher

PET ADOPTIONS

Teresa Capo, executive Assistant, presented a PowerPoint presentation to provide details and information for the pets available for adoption: Bubbles (dog), Bobbi Jean (cat), Russel (dog), Ray (cat). Ready to meet your new best friend and see who is available - visit our website to meet our adorable crew looking for their fur-ever home at clayadoptions@claycountygov.com, or call (904) 269-6342. Pictured is Auggie (kitten) who is in need of a foster home. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list at Amazon.com. We always need items for our foster kittens and shelter animals. See Attachment A.

PROCLAMATIONS/RESOLUTIONS

1. Older Americans Month (May 2026)

Item One (1) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 5:38 and ending at 9:55. Below is a summary of the discussion and the vote for this agenda item.

Chairman Kristen Burke said Older Americans Month is observed in May. Honoring the invaluable contributions of older adults, recognizing the dedication of caregivers, and promoting healthy aging and strong community connections, allowing older adults to live with dignity, independence, and purpose.

Present for the Proclamation:

- Linda Levin - CEO of ElderSource
- Alex Moore - CEO of YouMeCare
- Dr. Courtney Connor - Board Member of ElderSource
- Sam Hall - CEO of Aging True

Vice-Chairman John Sgromolo read the Proclamation for the Older American Month - May 2026.

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

Ms. Levin thanked the Board for the Proclamation and spoke about the importance of recognizing Older Americans Month.

2. Mental Health Awareness Month (May 2026)

Item Two (2) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 10:23 and ending at 15:00. Below is a summary of the discussion and the vote for this agenda item.

Chairman Kristen Burke said Mental Health Awareness Month is recognized in May to raise awareness, reduce stigma, and encourage individuals and communities to prioritize mental health and seek support when needed.

Present for the Proclamation:

- Irene Toto - CEO - Clay Behavioral Health Center
- Suzanne Mailloux - Executive Director of National Alliance on Mental Health
- Aaron McCrocklin - Peer Specialist of National Alliance on Mental Health
- Cheryl Virta - Advocacy Liaison of National Alliance on Mental Health

Commissioner Betsy Condon read the Proclamation for Mental Health Awareness Month - May 2026.

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

Ms. Mailloux thanked the Board for the recognition and for bringing awareness to mental illness. Ms. Mailloux spoke about positive statistics showing that more people have received the care they needed and expressed her gratitude for partnerships with other agencies, such as Clay Behavioral.

Ms. Toto thanked the Board for the Proclamation and spoke about the importance of increasing awareness, which brings more conversations, understanding, support, and greater access to care.

3. Orange Park Charter Chapter of the American Business Women's Association 50th Anniversary (May 16, 2026)

Item Three (3) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 15:42 and ending at 22:00. Below is a summary of the discussion and the vote for this agenda item.

Chairman Kristen Burke said the Orange Park Charter Chapter of the American Business Women's Association celebrated 50 years of service and impact in Clay County on May 16, 2026. We are pleased to help recognize their five decades of empowering women in business today with a Proclamation.

Present for the Proclamation:

CCSO:

- Undersheriff Ron Lendvay
- Assistant Chief Stacy Wase
- Assistant Chief Ashley Barber

American Business Women's Association:

- Talitha Chestnut - President
- LaTasha Alcorn - Secretary
- Lynn McCarthy - Past President
- Paula Stevens - Past Secretary/Tresurer
- Rebekah Powers - Member
- Emily Pate - Past President
- Sarah Grant - Member
- Mary Estevez - Member
- Kris Whitman - Member

Commissioner Alexandra Compere read the Proclamation for OP Charter - Chapter of the American Business Women's Association 50th Anniversary - May 16, 2026.

Vice-Chairman John Sgromolo made a motion for approval of the Proclamation, seconded by Chairman Kristen Burke, which carried 5-0.

Ms. Chestnut thanked the Board for the recognition and invited the ladies to visit Club Continental on any third Tuesday of the month from 6:00 pm to 8:00 pm.

Assistant Chief Barber read a letter on behalf of Sheriff Cook, who could not attend the meeting but wanted to express her gratitude to the AWBA, which she credits for her success.

PRESENTATIONS

Waste Management Scholarship Presentation

WM Scholarship can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 22:30 and ending at 26:06. Below is a summary of the discussion.

Chairman Kristen Burke said we are pleased to announce that Waste Management is joining us today to award $50,000 in post-secondary educational scholarships to five Clay County High School Seniors! We received 49 applications this year, up from last year's 35, which is exciting to see so many students interested in this great scholarship opportunity.

Greg Huntington, Senior Account Executive of Waste Management, addressed the Board to present the Waste Management Scholarship Award. Mr. Huntington spoke about the services provided by WM and the honor of giving back to the community, and thanked county staff for all their hard work.

Scholarship Recipients:

- Caroline Alexander - Middleburg High School
- Brenna Finnegan - Ridgeview High School
- Savannah Garriot - Fleming Island High School
- Shamyra St. Hilaire - Oakleaf High School
- Chloe Toney - Middleburg High School

Division of Inspector General Audit Plan for FY 2026 (N. Miller)

IG Audit Plan can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 26:58 and ending at 31:14. Below is a summary of the discussion.

Nick Miller, Inspector General, presented a PowerPoint Presentation to provide details and information for the Inspector General Audit Report. The presentation is attached to the agenda.

There were questions and discussions regarding the timeline for completing projects in the plan, grants, the procedure for auditing the Constitutionals, and the scope of work.

Presentation of the Clay County Popular Annual Financial Report (D. Averett)

Presentation of the PAFR can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 31:18 and ending at 43:00. Below is a summary of the discussion.

Dillion Averett, Assistant Finance Director, presented a PowerPoint Presentation to provide details and information for the Popular Annual Financial Report. The presentation is attached to the agenda.

There were comments to compliment the Clay County Clerk and Comptroller's Office for their hard work in providing the details in the PAFR, request to receive clarification of tax revenue vs. cost, availability of the information and clarification of the Miscellaneous revenue source.

CONSTITUTIONAL OFFICERS

Constitutional Officer comments can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 43:07 and ending at 44:12. Below is a summary of the discussion.

Tara S. Green, Clay County Clerk of Court and Comptroller, addressed the Board to

provide details regarding the current scam/spam - suspicious texts seeming to come from Florida DHSMV.

APPROVAL OF MINUTES

4. Board of County Commissioners Meeting Minutes, May 12, 2026.

Commissioner Jim Renninger made a motion for approval of the May 12, 2026, BoCC Meeting minutes, seconded by Commissioner Betsy Condon, which carried 5-0.

PUBLIC COMMENTS

Chairman Kristen Burke opened the floor for public comment at 4:46 pm.

Hearing no other comments, Chairman Kristen Burke closed public comment at 4:46 pm.

CONSENT AGENDA

5. Finance Business

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

6. Bid No. 25/26-017, Jail Fire Alarm Upgrade (K. Smith)

   Approval to post Notice of Intent to Award Bid No. 25/26-017, Jail Fire Alarm Replacement project to Firetrol Protection Systems, Inc. in the amount of $265,476.00. Approval of award will be effective after the 72-hour protest period was expired.

   Fire Sprinkler Services FL, LLC and Redwire, LLC failed to provide a proper Bid Bond, therefore deemed Non-Responsive. Proper bid bonds were received from Firetrol Protection Systems, Inc and Life Safety Designs, Inc. d/b/a Pye Barker Fire & Safety.

   Funding Source:
   Sheriff Countywide Fund - Buildings Jail / Law Enforcement - Jail Fire Alarm - Buildings

7. Bid No. 25/26-074, Oakleaf Community Park Drainage Improvements (K. Smith)

   Approval to post Notice of Intent to Award Bid No. 25/26-074, Oakleaf

Community Park Drainage Improvements to H&H Land and Marine, LLC in the amount of $156,770.20. Approval of award will be effective after the 72-hour protest period was expired.

Funding Source:
General Fund - Parks & Recreation Administration - Drainage Oakleaf Sports Complex - Infrastructure

8. RFP No. 25/26-084, Mosquito Control Program (K. Smith)

   Review of Staff's ranking of the Proposals received for RFP No.25/26-084, Mosquito Control Program.

   1. Rentokil North America, Inc. dba Vector Disease Control International - 96.67
   2. Clarke Environmental Mosquito Management, Inc. - 87.67
   3. Daddy Rabbit Aviation - 27.33

   A committee consisting of the Extension Agent III, Public Works Director, and Environmental Services Deputy Director, performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Contractors.

   If awarded, approval of award will be effective after the 72-hour protest period has expired. Agreements will be negotiated and brought back to the Board for approval.

9. TDC Event Marketing Grants (T. Meyer)

   TDC Grant Request - J.C. Kitaif Pro Rodeos | 2026 Clay County Pro Rodeo and Western Festival - $22,400
   TDC Grant Request - Ignite Dance Competition | 2026 Nationals - $19,000
   TDC Grant Request - Free Bird Classic - $17,000
   TDC Grant Request - 2026 Seamark Rodeo at the Ranch - $3,000
   TDC Grant Request - Moosehaven 2026 4th of July - $2,000

10. Bid No. 25/26-041, Carl Pugh Park Drainage Improvements (K. Smith)

    Approval to post Notice of Intent to Award Bid No. 25/26-041, Carl Pugh Park Drainage Improvements to Kirby Development, Inc., in the amount of $250,559.42. Approval of award will be effective after the 72-hour protest period has expired.

    Funding Source:
    General Fund - Parks & Recreation Administration - Carl Pugh Drainage

- Infrastructure

11. Approval of Memorandum of Understanding between Clay County and Florida Department of Law Enforcement regarding usage of Clay County Gun Range (C. Grimm)

12. Transfer from Fund Reserves $25,000+ (M. Rood)

    Approval of Budget Amendment-00002168 for the following operating budget adjustments for anticipated needs through the remainder of the fiscal year.

    A) Transfer from General Fund Reserve - Contingency in the amount of $1,400,000 for fuel needs.
    B) Transfer from $2 Recording Fee Fund Reserve - Unassigned in the amount of $37,500 for personnel needs.

    Funding Sources: General Fund Reserve - Contingency and $2 Recording Fee Fund Reserve - Unassigned

13. Grant Agreement with the State of Florida, Department of State for the Design and Construction of the Clay County Archives Building (J. Hysler)

    Approval of the Grant Agreement Number 26.h.sc.900.137 with the State of Florida, Department of State for the design and construction of the Clay County Archives Building in the amount of $1,000,000.00. This project is to be completed by June 30, 2027.
    Funding Source:
    Revenue

14. Approval to set Public Hearing on Petition to Vacate Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, and adoption of Resolution to schedule the Public Hearing (R. Smith/C. Grimm)

Commissioner Betsy Condon made a motion for approval of the Consent Agenda, seconded by Commissioner Jim Renninger, which carried 5-0.

LETTERS FOR ACTION

15. Discussion of Appointment to the Tourist Development Council

    An application for appointment was received from Michael Fulker.

Item Fifteen (15) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 45:52 and ending at

46:45. Below is a summary of the discussion and the vote for this agenda item.

Chairman Kristen Burke opened the floor for discussion of the appointment to the Tourist Development Council, as indicated above.

Vice-Chairman John Sgromolo made a motion for approval to appoint Michael Fulker, seconded by Commissioner Betsy Condon. Vice-Chairman spoke about Mr. Fulker's attendance at the TDC meeting and noted his involvement in the community. The motion carried 5-0.

LETTERS OF DOCUMENTATION

16. Tourist Development Council Meeting Minutes March 4, 2026

17. Bid Opening Tabulations (K Smith)
    Bid Opening Tabulations for May 8, 2026:
    A. Bid No. 25/26-074, Oakleaf Community Park - Drainage Improvements
    B. RFP No. 25/26-084,Mosquito Control Program

Chairman Kristen Burke acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Chairman Kristen Burke opened the floor for public comment at 4:48 pm.

Hearing no comments, Chairman Kristen Burke closed public comment at 4:48 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comments.

COUNTY ATTORNEY

County Attorney can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 47:10 and ending at 49:20. Below is a summary of the discussion.

Courtney Grimm, County Attorney, addressed the Board to provide details from the final CRC meeting and to speak about the charter process. County Attorney Grimm noted that the Land Conservation Committee is reviewing properties currently. County Attorney Grimm spoke about the process/procedure regarding the Canvassing Board ahead of the upcoming primary and general elections. County Attorney Grimm mentioned that the Data Center moratorium topic will be presented at the June 9, 2026, BoCC meeting.

COUNTY MANAGER

County Manager can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 49:21 and ending at 50:25. Below is a summary of the discussion.

Howard Wanamaker, County Manager, mentioned the upcoming Budget Workshop scheduled for Tuesday, June 9, 2026, from 9:00 am to 11:00 am in the BoCC Boardroom. County Manager Wanamaker noted that the Burn Ban is still in place and the county is under water use restrictions - you can only irrigate your lawn once a week.

COMMISSIONERS' COMMENTS

18. John Radomski Retirement Recognition (A. Scott)

Commissioners can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/May 26, 2026, beginning at 50:27 and ending at 1:33:17. Below is a summary of the discussion.

Commissioner Jim Renninger requested clarification on how to move forward with a Data Center moratorium. County Attorney Grimm provided information based on the Board's direction at the last BoCC Meeting to follow Nassau County's lead, which has a study group.

There were brief comments regarding upcoming meetings to discuss how to move forward, the initial intent to address data centers, and clarification of the Nassau County ordinance regarding the moratorium.

Commissioner Renninger mentioned concerns regarding the operations of a mulch plant on Blanding Boulevard. Commissioner Renninger raised concerns about E-Bikes and indicated that action is needed to establish rules to address them.

Undersheriff Ron Lendvay stated that the technology has landed upon us and outpaced the regulatory and legal environment. Until there are legal, enforceable laws, it is difficult to regulate.

There were discussions and comments regarding actions by other counties (the ordinance in Orange County), establishing a working group to address the issue, incidents involving E-Bikes, bike speed, implementing requirements/ rules, the importance of public safety, and the party responsible for children's actions.

Commissioner Renninger spoke about the 161 blue/green algae health cautions, which are less than a health alert, issued by the Health Department for Doctors Lake, and mentioned that a health alert means do not get on the water, do not fish, do not recreate

in the water. Commissioner Renninger talked about a meeting attended with Moleaer that addresses Nanobubbles to try to clean up lakes. Commissioner Renninger requested that the grants department seek FDEP grants to fund an exploratory project for Doctors Lake.

County Manager Wanamaker mentioned that roughly $ 10 M –$11M in funds are being awarded by the FDEP to such projects through the state budget.

Commissioner Alexandra Compere made no comments.

Vice-Chairman John Sgromolo provided information for the TDC update, commended the TDC staff for their hard work, and mentioned all the positive things happening, spots tourism vendor is back, events are firing - great things happening at the Regional Sports Complex. Vice-Chairman Sgromolo spoke about the success of the Seamark Event - Rodeo at the Ranch. Vice-Chairman Sgromolo congratulated all the Clay County High School graduates - Class of 2026. Vice-Chairman Sgromolo spoke about attending the Riverfest at Spring Park and noted that he is always reminded that Freedom isn't Free, and he is forever grateful for the sacrifices people make so that we have those freedoms.

Commissioner Betsy Condon shared information from a conversation with Austin Nichols of the Northeast Florida Builders Association regarding NEFBA's apprenticeship program. Commissioner Condon mentioned the standing rules for the Clay County Board of County Commissioners, which were adopted in June of 2007 and revised in May 2021, spoke about following those rules, and noted changes she was unaware of regarding recognitions and Rule 1.121 - Commissioners' request for information, analysis, or research. See Attachment B.

There Board and staff had comments, questions and discussions regarding the best way for recognizing staff/community, goal of the meetings, recognitions that have taken place, following the process/procedure, influx of Proclamation request, clarification of duties performed by the Commission Auditor, Proclamation vs. Recognitions, and scheduling commissioners for visits with outside organizations and forms/ways for recognitions - Proclamation/Declaration/Recognition/Certificate, reviewing the standing rules, and changing the way for communication.

Chairman Kristen Burke mentioned attending the Memorial Day Ceremony at the Historic Triangle before attending Riverfest at Spring Park. Chairman Burke also spoke about attending her daughter's graduation.

Lastly, Chairman Burke recognized John Radomski on his retirement, honoring more than 21 years of outstanding commitment and service to the county, beginning on May 19, 2004. Throughout his career as an inventory control foreman, John served as the backbone of the fleet division. He has been the quiet professional behind the scenes whose hard work, attention to detail, and exceptional management skills have helped ensure the fleet division operates efficiently every day. Highly respected throughout the parts, community, and industry, Mr. Radomski’s lifelong knowledge of parts and supplies played a critical role in keeping county vehicles and equipment moving. Beyond his career, he is a devoted family man and avid outdoorsman who looks forward to spending more time with his family and eventually relocating to North Georgia.

Hearing no further business, Chairman Kristen Burke adjourned the meeting at 5:34 pm.

Attest:

_____	_____
Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk of the Board	Chairman or Vice-Chairman

Attachment
“A”
Pet Adoptions



Bubbles

ANIMAL ID: A0061002896
SEX: Neutered Male

BREED: 4 months old Mixed Breed; 36 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet our extra-large 4-month-old mixed breed puppy who believes every dog he meets is his new best friend. He's great with other dogs, though senior pups may not appreciate his "parkour phase." Like any puppy, he'll need continued training and patience, but he's a hilarious, lovable goofball ready to steal your couch, possibly your socks and your heart.

claycountygov.com/adopt



Bobbi Jean

ANIMAL ID: A0060992861

SEX: Spayed Femlae

BREED: Domestic Short-hair, 1 year old, 7 pounds

LOCATION: Clay County Animal Services

ABOUT: Meet Bobbi Jean: professional biscuit-maker, part-time lap warmer, full-time beauty queen. This 1-year-old tabby may be small in size, but her love is supersized. Bobbi Jean's hobbies include following you around like a furry assistant manager, accepting compliments, and pretending she's helping with chores. If you're looking for a cuddle bug with charm, sass, and beauty, Bobbi Jean is your girl.

claycountygov.com/adopt



Russel

ANIMAL ID: A0060930548

SEX: Neutered Male

BREED: Mixed Breed, 1 year old; 8 pounds; Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Russel — the polite little scout from *Up* brought to life as a dog. Need help crossing the road? Porch supervision? Emotional support on neighborhood walks? Russel is on it. With great manners, a goofy personality, and the heart of a tiny wilderness explorer, he's ready to earn every badge straight to your heart.

claycountygov.com/adopt



Ray

ANIMAL ID: A0060992911

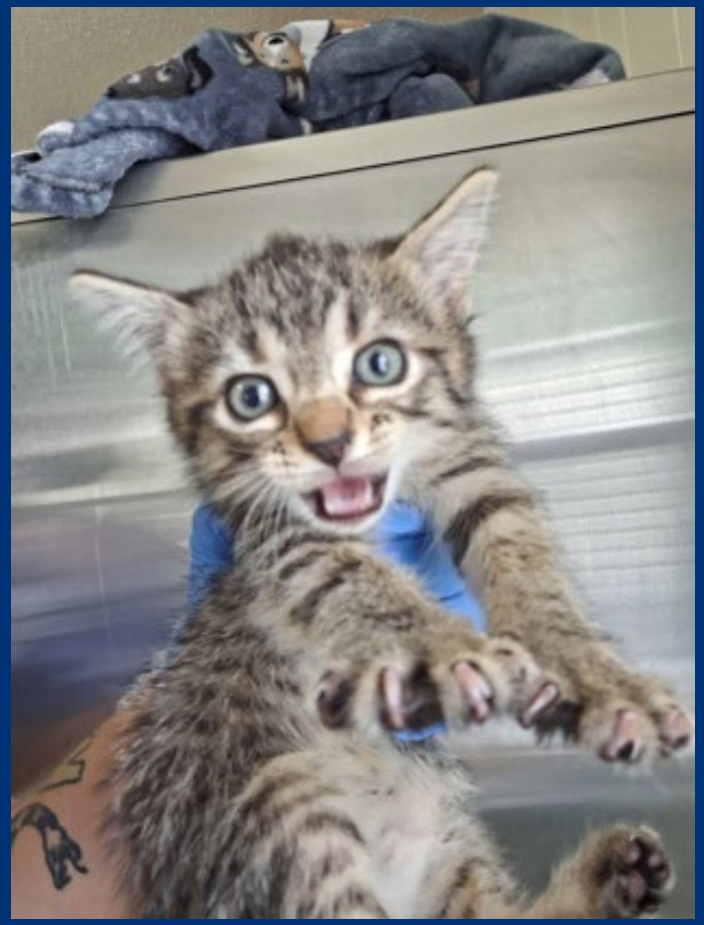
SEX: Neutered Male

BREED: Domestic Short Hair, 1 year old; 9 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Ray, a handsome tuxedo cat with a big body and even bigger opinions. He takes his job as “cage cleaning supervisor” very seriously and will appear the moment you start tidying up to make sure you’re doing it correctly. He’s friendly, affectionate, and always ready for attention—basically your new coworker who never clocks out. Ray is looking for a loving home (and a new employee to supervise).

claycountygov.com/adopt



Ready to Meet Your New Best Friend?

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

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

Not ready for long term commitment? Why not foster? Kittens like Auggie (pictured) are looking for heros!

claycountygov.com/adopt



If you are interested in helping our furry friends but can't bring one home, please take a look at our Amazon wish list. We are always in need of items for the shelter animals.

Amazon.com

claycountygov.com/adopt

Attachment
“B”
BoCC Standing Rules

STANDING RULES
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
ADOPTED: JUNE 5, 2007
Revised: May 11, 2021

These Standing Rules are adopted by the Board of County Commissioners to guide the Board through its primary operations and functions. They are designed to provide the structure needed to conduct County business while also maintaining the flexibility needed to efficiently and effectively carry out the public business as circumstances may dictate.

RULE 1.101 MEETINGS, GENERALLY

All regularly scheduled meetings shall be held in the Commission Meeting Room at the County Administration Building, 4th floor, in Green Cove Springs and shall be open to the public. In case of emergency, the Board Chair may designate an appropriate meeting place in other facilities for a meeting open to the public.

RULE 1.102 REGULAR MEETINGS

The Board shall hold regular meetings on the second and fourth Tuesday of each month commencing at 4:00 p.m., unless otherwise decided by the Board. However, when a regular meeting day shall fall on a legal holiday observed by the County, the regular meeting of the Board shall be held on the following day at the same time and place or on such date approved by the Board and advertised accordingly.

RULE 1.103 WORKSHOPS

The Board shall hold workshops on matters at their discretion on such date approved by the Board and advertised accordingly. At workshops, the Board will not vote upon any matter but may provide direction to staff on such matters presented.

RULE 1.104 SPECIAL MEETINGS

Any meeting that does not occur pursuant to Rules 1.102, 1.103 or 1.105 shall be considered a special meeting. The Board Chair, or in the Chair's absence the Vice-Chair, may call a special meeting of the Board upon not less than twenty-four (24) hours' and preferably at least seventy-two (72) hours' notice to each Commissioner and advertised accordingly. The notice for a special meeting shall state the business to be transacted at such meeting. For a special meeting, the Board may vote upon any matter that is reasonably described in the notice of the special meeting.

RULE 1.105 EMERGENCY MEETINGS

A meeting to respond to sudden, unforeseen and unexpected turn of events shall be considered an emergency meeting. The Board Chair, or in the Chair's absence the Vice-Chair, may call an emergency meeting upon such notice as is appropriate and reasonably available and advertised accordingly. In the event of a natural disaster that prevents advertisement in the usual manner, notice will be posted at the front entrance doors of the County Administration Building, the County Courthouse, and the following County Fire Stations: Station 11(Keystone Heights), Station 23 (McRae), and Station 26 (Oakleaf). The notice for an emergency meeting shall state the business to be transacted at such meeting. No action shall be taken by the Board at an emergency meeting unless the Board first declares by motion or resolution that an emergency exists. Any action taken thereafter shall directly pertain to the emergency.

RULE 1.106 RECESSED OR ADJOURNED MEETINGS

The Board, at any meeting, may recess or adjourn to a time certain on the same or another day, or fix the date and time of a meeting, for transacting any business or specified business only, as may be determined by the Board in taking such action.

RULE 1.107 AGENDA

The County Manager shall prepare the agenda of the Board for all regular meetings and workshops. Any Commissioner may place an item on the agenda for a regular meeting or a workshop through the County Manager. Prior to any regular meeting or workshop, the Board Chair may make any additions to the agenda that he/she deems appropriate and shall set the agenda. Because special meetings and emergency meetings pursuant to Rule 1.104 and Rule 1.105 may only be called by the Board Chair and the matters considered at those meetings are limited to those items contained in the notice of the meeting, the agenda for a special meeting or an emergency meeting shall be set by the Board Chair.

When the agenda has been set, the County Manager shall cause the same to be posted on the County's website.

After calling a meeting to order, the Presiding Officer will ask the Commissioners if they have any changes to the agenda. Any item on the agenda may be removed (not added) without discussion, by a majority vote of those present.

RULE 1.108 CONSENT AGENDA AT REGULAR MEETINGS

There shall be included on the consent agenda at regular meetings all routine business items, including but not limited to Finance Business, Finance and Audit Committee Minutes, plats, and other routine items that do not need discussion. At the appropriate time during a meeting, the Presiding Officer shall announce the taking up of the consent agenda. Any item on the consent agenda may be removed for the purpose of further debate at the request of any Commissioner. After any item has been removed for further debate, the Presiding Officer shall call for one vote on the entire consent agenda, which vote shall be applicable to each item on the consent agenda

(except removed items). Thereafter, any item removed from the consent agenda may be debated and considered.

RULE 1.109 PRESIDING OFFICER

The Board Chair, or in the Chair's absence the Vice-Chair, shall preside over all meetings of the Commission and serve as the Presiding Officer. In the absence of the Board Chair and Vice-Chair, at the hour fixed for any meeting, the County Manager shall call the Commission to order, whereupon a Presiding Officer shall be elected by the members present. Upon arrival of the Board Chair or Vice-Chair, the temporary Presiding Officer shall relinquish his or her duties upon conclusion of the business immediately before the Commission.

The Presiding Officer will announce the decision of the Commission on all subjects and decide on questions of order. Any member may appeal from the decision of the Presiding Officer, in which event a majority vote of the members present shall govern and conclusively determine the ruling appealed. No other business shall be in order until the question on appeal has been decided.

RULE 1.110 ELECTION OF CHAIR AND VICE-CHAIR

The election of the Chair and Vice-Chair of the Board shall occur at the end of the regular meeting of the Board held on the fourth Tuesday in November of each year, with the new officers presiding at the first regular meeting in December.

RULE 1.111 COMMITTEES AND BOARD LIAISONS

The Board may form Board committees from time to time. Committee Chairs and Vice-Chairs shall be assigned by the Board Chair from among the Commissioners and both shall serve for a term of one year. Committee meetings may be called by the Committee Chair. There currently exists the Finance and Audit Committee.

The Board may create citizen advisory boards and committees by ordinance, resolution or other act adopted by the Board. The purpose, duties, membership, and the like will be provided for upon creation. Examples of existing boards and committees include the Planning and Zoning Commission, the Board of Adjustments, Historic Preservation Board, and the Tourist Development Council.

Commissioners may also be appointed and removed by the Board Chair from time to time as a Commissioner liaison or a committee member to various boards, authorities, committees and councils.

RULE 1.112 ABSENCE FROM MEETINGS

Any Commissioner who is unable to attend a meeting will notify the County Manager prior to the meeting, if possible. Any Commissioner present at any meeting will give notice to the Presiding Officer if leaving the meeting for an extended period of time.

RULE 1.113 ORDER AND DECORUM

While the Board is in session, the Presiding Officer shall preserve order and decorum. A Commissioner shall neither by conversation nor otherwise delay or interrupt the proceedings or the peace of the Board, nor disturb any Commissioner while speaking, or refuse to obey the orders of the Board or Presiding Officer.

RULE 1.114 PARLIAMENTARY PROCEDURE

These Standing Rules shall govern the proceedings of the Board and so far as they are not in conflict with these Standing Rules, the parliamentary procedures defined by Roberts Rules of Order (current edition) may be further referred to for governance.

RULE 1.115 MANNER OF SPEAKING

No Commissioner shall speak on any question or discuss any matter, nor interrupt another, nor make a motion without first being recognized by the Presiding Officer. When two or more Commissioners seek recognition by the Presiding Officer, the Presiding Officer shall name the Commissioner who is first to speak. No Commissioner shall be interrupted by another without the consent of the Commissioner who has the floor, except by rising to a question of order. A Commissioner, in speaking on any matter, shall confine himself to the business or question under debate or matter before the Board; shall not use unbecoming or abusive language; and shall avoid commenting on personalities or character.

RULE 1.116 MOTIONS

After presentation of a matter to the Board, a motion may be made by a Commissioner. A motion is to be worded in a concise, unambiguous and complete form. No debate on the motion shall commence until the motion has been seconded and the question stated by the Presiding Officer. The mover is then entitled to speak on the motion upon recognition by the Presiding Officer. Further discussion on the motion shall proceed in accordance with these Rules.

If a motion fails, it shall not be renewed again at the same meeting.

RULE 1.117 MANNER OF VOTING

Unless otherwise required by State statute, ordinance, or indicated by these Rules, all action by the Board shall be by majority vote of those Commissioners present. Failure to receive a majority vote of the Commissioners present shall act as a denial of the proposed question that is before the Commission.

Votes on all matters, including the withdrawal, amendment and substitution of legislation, shall be by voice vote. If the Presiding Officer is in doubt, or upon the request of a Commissioner, the Presiding Officer shall call for a roll-call vote.

RULE 1.118 PRESIDING OFFICER MAY FULLY PARTICIPATE IN PROCEEDINGS

The Presiding Officer may move, second and debate, subject only to such limitation of debate as are enforced by these standing rules on all Commissioners, and shall not be deprived of any of the rights and privileges as a member of the Board.

RULE 1.119 INTERRUPTION OF SPEAKERS

A Commissioner or speaker, once recognized, shall not be interrupted while speaking unless called to order for transgressing any standing rule or failing to maintain proper decorum. Any Commissioner or speaker called to order while speaking shall cease speaking until the question of order is determined by the Presiding Officer without debate, and if in order, may proceed.

RULE 1.120 PUBLIC COMMENT

Members of the public will be given permission by the Presiding Officer to provide public comment or speak during a public hearing in accordance with the Board of County Commissioners Public Meeting Guidelines. Each person addressing the Board is to limit his or her address to three (3) minutes. At the discretion of the Presiding Officer, a greater or lesser amount of time may be fixed for all speakers.

RULE 1.121 COMMISSIONER'S REQUEST FOR INFORMATION, ANALYSIS OR RESEARCH

If the County Manager, County Attorney or Commission Auditor, or any of their staff, receive a request from a Commissioner for information, analysis or research that cannot be immediately provided but requires more than eight (8) hours of staff time to produce a response, then the Commissioner shall submit the request at a regular Board meeting to the entire Board so that the Board can determine whether staff should devote the time necessary to comply with the request.

Any request from a Commissioner for information, analysis or research that requires the engagement of outside consultants shall be submitted to the entire Board so that the Board can determine whether the County should devote the financial resources necessary to comply with the request.

RULE 1.122 SUSPENSION OF STANDING RULES

Any standing rule contained herein may be temporarily suspended for special reasons by a vote of two-thirds of all Commissioners unless such suspension would conflict with provisions of the Charter or ordinances of the County. No permanent change in the standing rules shall be made without notice specifying the purpose and wording of the change given at a previous regular meeting of the Board and the adoption of the permanent change by vote of two-thirds of all Commissioners.

RULE 1.123 EFFECT OF RULES

No ordinance, resolution or action duly passed, adopted or taken by the Board shall be held to be invalid because of failure of the Board to comply with or abide by any one or more of the provisions of these standing rules if such ordinance, resolution or action would otherwise be valid under the Charter or ordinances of the County or laws of this State but for such provisions of these standing rules alleged to have been violated or ignored. It is the express intent of the Board that these standing rules not be interpreted or regarded as creating any rights or remedies in favor of any third party arising out of the failure or alleged failure on the part of the Board or any of its Commissioners to adhere to or comply with these standing rules in taking action, declining to take action, or otherwise conducting its business with respect to any matter that may affect the substantial rights or interests of such third party.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: The Clerks Office

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

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Backup documentation is available on request at the Clay County Administration Building, located at 477 Houston Street, Green Cove Springs.

ATTACHMENTS:

Description	Type	Upload Date	File Name

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	6/2/2026 - 7:30 AM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and
Contractual Services

SUBJECT:
Review and approval of Staff's ranking of the submittals received for RFQ No. 25/26-016, Construction Engineering and Inspection (CEI) Services for SUN Trail. The top ranked firm will be selected, and staff will begin negotiations with that Firm.

1. Eisman & Russo, Inc. - 85.30
2. KCI Technologies, Inc. - 84.00
3. England-Thims & Miller, Inc. - 82.63
4. CDM Smith, Inc. - 79.50
5. Carnahan Proctor and Cross, Inc. - 76.75
6. CSI Geo, Inc. - 75.00
7. Halff Associates, Inc. - 74.00
8. Infrastructure Consulting & Engineering, LLC - 73.83

A committee consisting of the Engineering Director, Grants Compliance Manager and Construction Engineer Inspector II. performed the evaluation and ranking of the responses received. If desired, the Board may request presentations from the Consultants.

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

Funding Source: Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - SUNTrail Long Bay - Old Jennings to Live Oak Lane - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Request for Qualifications was issued with the intent to award to a consultant for CEI service for the SUN Trail along Old Jennings Road and Long Bay Road. The project will consist of a new (approximately three and a half (3.5) mile) section of SUN Trail pathway. The trail is to connect to the existing portion of the SUN Trail at the intersection of Live Oak Lane and Old

Jennings Road. This portion of trail will run along Old Jennings Road from Live Oak Lane to Long Bay Road, then along Long Bay Road from Old Jennings Road to SR-21 (Blanding Boulevard) including intersection improvements and signal modifications.

This project is being funded by the Florida Shared-Use Nonmotorized (SUN) Trail Network Program through FPN: 449202-3-54-01.

1,165 Suppliers were notified
47 Suppliers downloaded the Request for Qualifications
8 Bids were received
1 No Bid was received

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

Funding Source: Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - SUNTrail Long Bay - Old Jennings to Live Oak Lane - Infrastructure

Account No.: FD3003 - CC1233 - PRJ100653 - SC563000

Sole Source (Yes\No):	Advanced Payment (Yes\No):
No	**No**

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

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	BidBackup_RFQ No. 2526-016	Backup Material	6/4/2026	BidBackup_RFQ_No._2526-016.ADA_aw.pdf
🗋	Vendor Analytics	Backup Material	6/4/2026	Vendor_Analytics.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments

Administrative and Contractural Services	Streeper, Lisa	Approved	6/3/2026 - 12:24 PM	Item Pushed to Agenda

BID RECOMMENDATION FORM

TITLE:
RFQ No. 25/26-016, Construction Engineering and Inspection Services for SUN Trail

DATE OF RECOMMENDATION:
June 03, 2026

BIDDER	BID TOTAL
Beryl Project Engineering	No Bid
Carnahan Proctor and Cross, Inc.	To Be Determined
CDM Smith, Inc.	To Be Determined
CSI Geo, Inc.	To Be Determined
Eisman and Russo, Inc.	To Be Determined
England-Thims & Miller, Inc.	To Be Determined
Halff Associates, Inc.	To Be Determined
Infrastructure Consulting & Engineering, LLC	To Be Determined
KCI Technologies, Inc.	To Be Determined

FUNDING SOURCE: Capital Improvement Plan (CIP) Projects Fund - All Grants Organization - SUNTrail Long Bay - Old Jennings to Live Oak Lane - Infrastructure

RECOMMENDATION:
Review of Staff's ranking of the submittals received for RFQ No. 25/26-016, Construction Engineering and Inspection Services for SUN Trail.

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

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:
Richard Smith, Director of Engineering

SIGNATURE:

BID TABULATION FORM

RFQ 25/26-016 Date: April 14, 2026

Proj: **Construction Engineering and Inspection Services for SUN Trail**

Time Open: 9:09AM

Ad: Clay Today, March 12, 2026

Time Close: 9:10AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendatic

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Addendum	Total
1	Beryl Project Engineering		**No Bid**
2	CDM Sith, Inc.	Yes	To Be Determined
3	CSI Geo, Inc.	Yes	To Be Determined
4	Carnahan, Proctor and Cross, Inc.	Yes	To Be Determined
5	Eisman and Russo, Inc.	Yes	To Be Determined
6	England-Thims and Miller, Inc.	Yes	To Be Determined
7	Halff Associates, Inc.	Yes	To Be Determined
8	Infrastructure Consulting & Engineering, LLC	Yes	To Be Determined
9	KCI Technologies, Inc.	Yes	To Be Determined

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

EVALUATION TABULATION

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

CONSENSUS SCORECARD SUMMARY

Vendor	COMPETENCE: Firm Capabilities; Professional, Technical, Educational Achievements - 4 POINTS	COMPETENCE: Accuracy of Engineer's Estimates on Recent Projects - 1 POINT	COMPETENCE: Licensure & Training - 1 POINT	COMPETENCE: Description of Equipment and Facilities - 1 POINT	COMPETENCE: Applicable Experience of Proposed Staff Gained on Similar Projects - 3 POINTS	CURRENT WORK LOAD: Number and Size of Current Projects - 1 POINT	CURRENT WORK LOAD: Personnel Assigned - 0.5 POINTS	CURRENT WORK LOAD: Stage of Completion - 0.5 POINTS	CURRENT WORK LOAD: Status Relative to Deadlines; Reasons for Tardiness - 1 POINT
Carnahan Proctor and Cross, Inc.	4	0	1	1	2.67	1	0.33	0.5	0.33
CDM Smith Inc.	4	1	1	1	3	1	0.5	0.5	1
CSI Geo, Inc.	3.67	1	1	1	2.67	1	0.5	0.5	1
Eisman & Russo, Inc.	4	1	1	1	3	0.67	0.5	0.5	1
England-Thims & Miller, Inc.	4	1	1	1	3	1	0.5	0.5	1
Halff Associates, Inc.	4	1	1	1	3	1	0.5	0.5	0.67

Vendor	COMPETENCE: Firm Capabilities; Professional, Technical, Educational Achievements - 4 POINTS	COMPETENCE: Accuracy of Engineer's Estimates on Recent Projects - 1 POINT	COMPETENCE: Licensure & Training - 1 POINT	COMPETENCE: Description of Equipment and Facilities - 1 POINT	COMPETENCE: Applicable Experience of Proposed Staff Gained on Similar Projects - 3 POINTS	CURRENT WORK LOAD: Number and Size of Current Projects - 1 POINT	CURRENT WORK LOAD: Personnel Assigned - 0.5 POINTS	CURRENT WORK LOAD: Stage of Completion - 0.5 POINTS	CURRENT WORK LOAD: Status Relative to Deadlines; Reasons for Tardiness - 1 POINT
Infrastructure Consulting & Engineering, LLC	3.67	1	1	1	3	1	0.5	0.5	0.33
KCI Technologies, Inc.	4	1	1	1	3	1	0.5	0.5	1

Vendor	CURRENT WORK LOAD: Projected Personnel Availability - 7 POINTS	FINANCIAL RESPONSIBILITY: Years in Business - 4 POINTS	FINANCIAL RESPONSIBILITY: Bank Reference - 1 POINTS	FINANCIAL RESPONSIBILITY: Balance Sheet - 5 POINTS	ABILITY: Ability and Experience of Consultant and Assigned Personnel in Observing and Monitoring Construction Projects - 6 POINTS	ABILITY: Ensuring that Construction is Proceeding in Accordance With The Plans and Specifications - 2 POINTS	ABILITY: Ability to Interpret Specifications as Evidenced by Response to this Request for Qualifications - 2 POINTS	VOLUME OF WORK FOR CLAY COUNTY - 5 POINTS	PROFESSIONAL ACCOMPLISHMENTS: Significant List of Completed Projects Similar In Scope, Including References and Outstanding Accomplishments - 10 POINTS
Carnahan Proctor and Cross, Inc.	4.67	4	1	5	5.67	2	2	5	4.67
CDM Smith Inc.	6.67	4	1	5	5	1.67	1.67	5	4.5
CSI Geo, Inc.	6.67	4	1	5	6	2	2	5	4.67
Eisman & Russo, Inc.	7	4	1	5	6	2	2	1	9.97
England-Thims & Miller, Inc.	6.33	4	1	5	6	2	2	1	9.97
Halff Associates, Inc.	7	4	1	5	4.67	1.33	2	5	4.67

Vendor	CURRENT WORK LOAD: Projected Personnel Availability - 7 POINTS	FINANCIAL RESPONSIBILITY: Years in Business - 4 POINTS	FINANCIAL RESPONSIBILITY: Bank Reference - 1 POINTS	FINANCIAL RESPONSIBILITY: Balance Sheet - 5 POINTS	ABILITY: Ability and Experience of Consultant and Assigned Personnel in Observing and Monitoring Construction Projects - 6 POINTS	ABILITY: Ensuring that Construction is Proceeding in Accordance With The Plans and Specifications - 2 POINTS	ABILITY: Ability to Interpret Specifications as Evidenced by Response to this Request for Qualifications - 2 POINTS	VOLUME OF WORK FOR CLAY COUNTY - 5 POINTS	PROFESSIONAL ACCOMPLISHMENTS: Significant List of Completed Projects Similar In Scope, Including References and Outstanding Accomplishments - 10 POINTS
Infrastructure Consulting & Engineering, LLC	6	4	1	5	6	1.33	2	5	3.83
KCI Technologies, Inc.	7	4	1	5	6	2	2	5	5

Vendor	APPROACH AND WORK PLAN: Understanding of Scope and Objectives - 15 POINTS	APPROACH AND WORK PLAN: Approach To The Services Required / Workplan - 5 POINTS	APPROACH AND WORK PLAN: Organization, Management, and the Responsibilities - 5 POINTS	TIME AND BUDGET(A.) - 3 POINTS	TIME AND BUDGET(B.) - 7 POINTS	Total Score (Max Score 91)
Carnahan Proctor and Cross, Inc.	14	5	4.67	2.58	5.67	**76.8**
CDM Smith Inc.	12.67	4.33	5	3	7	**79.5**

Vendor	APPROACH AND WORK PLAN: Understanding of Scope and Objectives - 15 POINTS	APPROACH AND WORK PLAN: Approach To The Services Required / Workplan - 5 POINTS	APPROACH AND WORK PLAN: Organization, Management, and the Responsibilities - 5 POINTS	TIME AND BUDGET(A.) - 3 POINTS	TIME AND BUDGET(B.) - 7 POINTS	Total Score (Max Score 91)
CSI Geo, Inc.	10	4.67	4.67	3	4	**75**
Eisman & Russo, Inc.	14.67	5	5	3	7	**85.3**
England-Thims & Miller, Inc.	13.33	4.33	5	3	6.67	**82.6**
Halff Associates, Inc.	12.33	4.17	3.83	2	4.33	**74**
Infrastructure Consulting & Engineering, LLC	12.33	3.83	3.83	2.83	4.83	**73.8**
KCI Technologies, Inc.	14	5	5	3	7	**84**

EVALUATORS

Name	Title
Kevin Gilley	Construction Engineering Inspector
Jody Hysler	Grants Compliance Manager
Richard Smith	Director

AGGREGATE SCORES SUMMARY

Vendor	Kevin Gilley	Jody Hysler	Richard Smith	Total Score (Max Score 91)
Eisman & Russo, Inc. **(Headquarters: Jacksonville, FL)**	86	85	84.9	**85.3**
KCI Technologies, Inc. **(Headquarters: Sparks, MD)**	85.5	85.5	81	**84**
England-Thims & Miller, Inc. **(Headquarters: Jacksonville, FL)**	86	86	75.9	**82.63**
CDM Smith Inc. **(Headquarters: Boston, MA)**	84	78.5	76	**79.5**
Carnahan Proctor and Cross, Inc. **(Headquarters: Orlando, FL)**	79.8	76.5	74	**76.75**
CSI Geo, Inc. **(Headquarters: Jacksonville, FL)**	78	77.5	69.5	**75**

Vendor	Kevin Gilley	Jody Hysler	Richard Smith	Total Score (Max Score 91)
Halff Associates, Inc. **(Headquarters: Richardson, TX)**	59	84.5	78.5	**74**
Infrastructure Consulting & Engineering, LLC **(Headquarters: West Columbia, SC)**	67.5	83.5	70.5	**73.83**

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
COMPETENCE: Firm Capabilities; Professional, Technical, Educational Achievements - 4 POINTS	Points Based	4

Description:
Detailed description of comparable projects, not to exceed three (3) contracts, similar in scope of services to those requested herein, which the prime Consultant or its principals is either performing or has completed within the past ten (10) years..

Prime Consultant qualifications and experience in the management of comparable projects in size and scope.

The specific role of the firm in any project, which is referred to with regard to the firm's experience.

The following information was also included: client name, address, telephone, contact person, description of work, contract period, a statement as to whether the firm was the prime consultant or subconsultant, and the result of the project.

Criteria	Scoring Method	Weight (Points)
COMPETENCE: Accuracy of Engineer's Estimates on Recent Projects - 1 POINT	Points Based	1

Description:
Engineers Estimate and Actual Cost were accurate.

Criteria	Scoring Method	Weight (Points)
COMPETENCE: Licensure & Training - 1 POINT	Points Based	1

Description:
Documentation which demonstrates that the Consultant is licensed under Florida Statutes to perform the professional services sought in this Request for Qualifications.

A photocopy of a current license issued by the State of Florida Department of Professional Regulation, or other written documentation which authorizes the Consultant in accordance with Florida Statutes to perform the services required by this Request for Qualifications.

Criteria	Scoring Method	Weight (Points)
COMPETENCE: Description of Equipment and Facilities - 1 POINT	Points Based	1

Description:
Description of Consultant's equipment and facilities, which will be used to perform these services.

Criteria	Scoring Method	Weight (Points)
COMPETENCE: Applicable Experience of Proposed Staff Gained on Similar Projects - 3 POINTS	Points Based	3

Description:

Number and size of staff, names and resumes of those individuals to be assigned to these services.

Overall experience of staff as it relates to the services being sought.

Name and office locations of any subconsultants proposed to be used on these services and the estimated percentage of the work, which will be done by each such sub- consultant..

Criteria	Scoring Method	Weight (Points)
CURRENT WORK LOAD: Number and Size of Current Projects - 1 POINT	Points Based	1

Description:
Number and size of projects currently being performed in the Consultant's office was provided.

Criteria	Scoring Method	Weight (Points)
CURRENT WORK LOAD: Personnel Assigned - 0.5 POINTS	Points Based	1

Description:
Personnel assigned to the projects listed above was provided.

Criteria	Scoring Method	Weight (Points)
CURRENT WORK LOAD: Stage of Completion - 0.5 POINTS	Points Based	1

Description:
Stage of completion of the projects listed was provided.

Criteria	Scoring Method	Weight (Points)
CURRENT WORK LOAD: Status Relative to Deadlines; Reasons for Tardiness - 1 POINT	Points Based	1

Description:
Status of each project relative to completion schedules and a list of reasons for any delayed projects.

Criteria	Scoring Method	Weight (Points)
CURRENT WORK LOAD: Projected Personnel Availability - 7 POINTS	Points Based	7

Description:
Projected personnel availability for the services being sought.

Criteria	Scoring Method	Weight (Points)
FINANCIAL RESPONSIBILITY: Years in Business - 4 POINTS	Points Based	4

Description:
>10 Years = (4) 5-10 Years = (3) 4-5 Years = (2) <4 Years = (1)

The form of business, i.e., proprietorship, partnership, corporation; years in business, changes in ownership.

Criteria	Scoring Method	Weight (Points)
FINANCIAL RESPONSIBILITY: Bank Reference - 1 POINTS	Points Based	1

Description:
YES = 1 NO = 0

Bank Reference(s) were provided.

Criteria	Scoring Method	Weight (Points)
FINANCIAL RESPONSIBILITY: Balance Sheet - 5 POINTS	Points Based	5

Description:
7 Figures = (5) HIGH 6 Figures= (3) LOW 6 Figures. = (2) 5 Figures. = (1) NONE = (0)

Criteria	Scoring Method	Weight (Points)
ABILITY: Ability and Experience of Consultant and Assigned Personnel in Observing and Monitoring Construction Projects - 6 POINTS	Points Based	6

Description:
The ability and experience of Consultant and assigned personnel in observing and monitoring construction projects.

Criteria	Scoring Method	Weight (Points)
ABILITY: Ensuring that Construction is Proceeding in Accordance With The Plans and Specifications - 2 POINTS	Points Based	2

Description:
Ability and experience of Consultant ensuring that construction is proceeding in accordance with the plans and specifications, and other construction phase services.

Criteria	Scoring Method	Weight (Points)
ABILITY: Ability to Interpret Specifications as Evidenced by Response to this Request for Qualifications - 2 POINTS	Points Based	2

Description:
Consultant's ability to interpret specifications as evidenced by the preparation of a response to this Request for Qualifications.

Criteria	Scoring Method	Weight (Points)
VOLUME OF WORK FOR CLAY COUNTY - 5 POINTS	Points Based	5

Description:
The volume of current and prior work performed for Clay County shall be considered a minus factor, with the objective of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified Consultants.

Provide a list of all Clay County Board of County Commissioners (BCC) projects on which Consultant has been awarded fees during the past five (5) years. Include only those in which consultant was the prime consultant (do not delete fees paid to subconsultants or others) If the Consultant has not performed work for the BCC during the past five (5) years, the response should so clearly state.

FACTOR: FY20/21 (0.2) FY21/22 (0.4) FY22/23 (0.6) FY23/24 (0.8) FY24/25 (1.0)

The FACTOR is multiplied by the monetary amount of work done by the Consultant for the County during that specific Fiscal Year, giving you the VOLUME. All of the VOLUMES are combined and provide an ADJUSTED TOTAL.

The ADJUSTED TOTAL is then reviewed to see what TOTAL POINTS will be given.

The ADJUST TOTAL(s) provide the following Points:

$1,000,000.00 to $875,000.00 = 1 Point

$625,000.00 to $875,000.00 = 2 Points

$375,000.00 to $625,000.00 = 3 Points

$125,000.00 to $375,000.00 = 4 Points

$0.00 to $125,000.00 = 5 Points

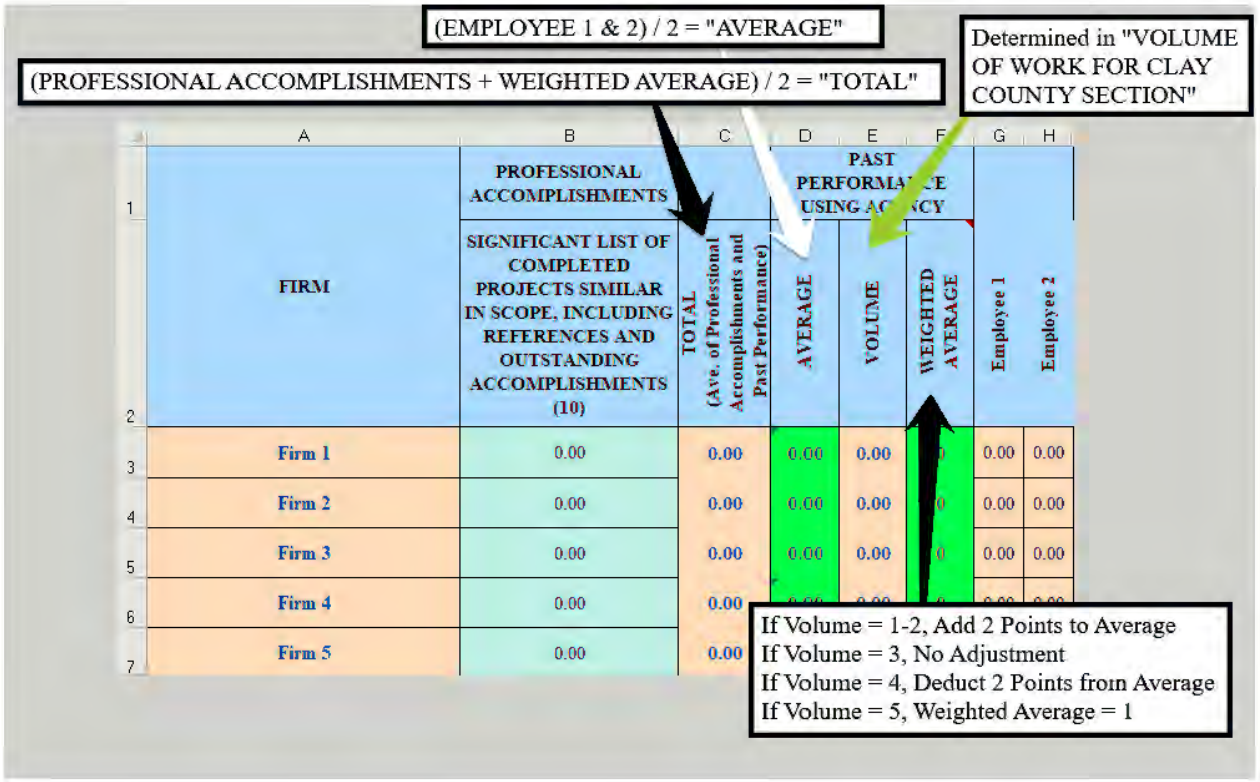
Criteria	Scoring Method	Weight (Points)
PROFESSIONAL ACCOMPLISHMENTS: Significant List of Completed Projects Similar In Scope, Including References and Outstanding Accomplishments - 10 POINTS	Points Based	10

Description:
Completed projects similar in scope to the projects under consideration, previously performed by Consultant, and references to include owner's contact person and telephone number.

Any outstanding accomplishments of the Consultant that relates to the specific services being sought.

A description of all projects on which the Consultant has performed work during the past 5 years for Clay County as the Prime Consultant.

If the Consultant has performed no work for Clay County in the past five (5) years, the response should so clearly state.



Criteria	Scoring Method	Weight (Points)
APPROACH AND WORK PLAN: Understanding of Scope and Objectives - 15 POINTS	Points Based	15

Description:
A narrative to show the Consultants understands the scope and objectives to be performed.

Criteria	Scoring Method	Weight (Points)
APPROACH AND WORK PLAN: Approach To The Services Required / Workplan - 5 POINTS	Points Based	5

Description:
The approach to the services as required and the specific work plan to be employed to complete the work.

Criteria	Scoring Method	Weight (Points)
APPROACH AND WORK PLAN: Organization, Management, and the Responsibilities - 5 POINTS	Points Based	5

Description:
The approach to organization, management, and the responsibilities of the management staff and personnel that will perform the work on the project.

Criteria	Scoring Method	Weight (Points)
TIME AND BUDGET(A.) - 3 POINTS	Points Based	3

Description:
Statements and references demonstrating that the proposer met both time and budget requirements on seven (7) projects of similar size and scope that were completed by the proposer within the past three (3) years and that the proposer is meeting both time and budget requirements on multiple concurrent projects of similar size and scope that are currently being performed by the proposer (“Reference Projects”). As part of its response to this evaluation criterion, the proposer:

A.) Must submit an expressed statement of its overall willingness to meet both time and budget requirements for the projects in question; and

Criteria	Scoring Method	Weight (Points)
TIME AND BUDGET(B.) - 7 POINTS	Points Based	7

Description:
B.) Should submit, without limitation, project narratives, schedules, design and construction cost and fee summaries and owner references for any Reference Projects. Any Reference Project which has been completed or for which construction is underway will segregate and identify any design-related schedule or budget impacts. Design schedule and budget information will include both the original and the current or completed schedule and cost data.

0 +

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[BERYL PROJECT ENGINEERING] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016
Construction Engineering and Inspection Services for SUN Trail
RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

Beryl Project Engineering Response

CONTACT INFORMATION

Company:
Beryl Project Engineering

Email:
marketing@berylprojectengineering.com

Contact:
Leo Cannyn

Address:
15100 Hutchison Rd
Tampa, FL 33625

Phone:
(813) 616-3301

Website:
https://berylprojectengineering.com/

Submission Date:
Mar 16, 2026 10:13 AM (Eastern Time)

"No Bid" submitted on Mar 16, 2026 10:13 AM for the following reason:
We do not offer the products or services sought

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[CARNAHAN PROCTOR AND CROSS, INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

Carnahan Proctor and Cross, Inc. Response

CONTACT INFORMATION

Company:
Carnahan Proctor and Cross, Inc.

Email:
mscudella@cpc-eng.com

Contact:
Maria Scudella

Address:
604 Courtland Street
Suite 101
Orlando, FL 32804

Phone:
N/A

Website:
www.cpc-eng.com

Submission Date:
Apr 13, 2026 1:25 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 25, 2026 10:09 AM by Maria Scudella

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[CDM SMITH INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

CDM Smith Inc. Response

CONTACT INFORMATION

Company:
CDM Smith Inc.

Email:
obrienconnellkm@cdmsmith.com

Contact:
Katy O'Brien-Connell

Address:
75 State Street
Suite 701
Boston, MA 02109

Phone:
N/A

Website:
https://www.cdmsmith.com/

Submission Date:
Apr 13, 2026 1:13 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 26, 2026 9:44 AM by Katy O'Brien-Connell

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[CSI GEO, INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

CSI Geo, Inc. Response

CONTACT INFORMATION

Company:
CSI Geo, Inc.

Email:
jrenzi@csi-geo.com

Contact:
Jill Renzi

Address:
2394 St Johns Bluff Road, South
Suite 200
Jacksonville, FL 32246

Phone:
N/A

Website:
www.csi-geo.com

Submission Date:
Apr 13, 2026 1:09 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 13, 2026 9:31 AM by Jill Renzi

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[EISMAN & RUSSO, INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

Eisman & Russo, Inc. Response

CONTACT INFORMATION

Company:
Eisman & Russo, Inc.

Email:
ebjork@eismanrusso.com

Contact:
Erika Bjork

Address:
6455 powers ave
Jacksonville, FL 32217

Phone:
N/A

Website:
N/A

Submission Date:
Apr 13, 2026 11:03 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 10, 2026 2:03 PM by Erika Bjork

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[ENGLAND-THIMS & MILLER, INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

England-Thims & Miller, Inc. Response

CONTACT INFORMATION

Company:
England-Thims & Miller, Inc.

Email:
marketing@etminc.com

Contact:
Medina Hadziavdic

Address:
1411 Edgewater Drive
Suite 200
Orlando, FL 32804

Phone:
N/A

Website:
N/A

Submission Date:
Apr 13, 2026 2:01 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 13, 2026 10:40 AM by Medina Hadziavdic

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[HALFF ASSOCIATES, INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

Halff Associates, Inc. Response

CONTACT INFORMATION

Company:
Halff Associates, Inc.

Email:
info-marketing@halff.com

Contact:
Lauren Hunter

Address:
2380 PERFORMANCE DR
Building C, Suite 150
Richardson, TX 75082

Phone:
(214) 346-6200

Website:
www.halff.com

Submission Date:
Apr 13, 2026 8:45 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 30, 2026 10:59 AM by Lauren Hunter

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[INFRASTRUCTURE CONSULTING & ENGINEERING, LLC] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

Infrastructure Consulting & Engineering, LLC Response

CONTACT INFORMATION

Company:
Infrastructure Consulting & Engineering, LLC

Email:
courtney.mcgrew@ice-eng.com

Contact:
Courtney McGrew

Address:
5550 West Idlewild Avenue, Suite 115
Tampa, FL 33634

Phone:
(813) 820-1225

Website:
https://ice-eng.com/

Submission Date:
Apr 13, 2026 9:26 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 9, 2026 8:08 AM by Kristin Mamula

Clay County
Purchasing Division
Jessica Loos, Purchasing Manager
477 Houston Street, Green Cove Springs, FL 32043

[KCI TECHNOLOGIES, INC.] RESPONSE DOCUMENT REPORT

RFQ No. No. 25/26-016

Construction Engineering and Inspection Services for SUN Trail

RESPONSE DEADLINE: April 13, 2026 at 4:00 pm

KCI Technologies, Inc. Response

CONTACT INFORMATION

Company:
KCI Technologies, Inc.

Email:
ella.muse@kci.com

Contact:
Ella Muse

Address:
986 Ridgebrook Rd
Sparks, MD 21152

Phone:
N/A

Website:
kci.com

Submission Date:
Apr 13, 2026 12:05 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 13, 2026 11:57 AM by Ella Muse

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners is requesting qualifications from professional engineering firms for Construction Engineering and Inspection (CEI) services from which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

SUN Trail along Old Jennings Road and Long Bay Road

FDOT Funded (Financial Project ID: 449202-3-54-01)

The professional engineering firm, hereafter referred to as "Consultant" shall be registered in the State of Florida, pursuant to Section 287.055, Florida Statutes, known as the Consultant Competitive Negotiation Act.

The project will consist of a new (approximately three and a half (3.5) mile) section of SUN Trail pathway in Clay County, Florida. The trail is to connect to an existing portion of the SUN Trail at the intersection of Live Oak Lane and Old Jennings Road. This portion of trail will run along Old Jennings Road from Live Oak Lane to Long Bay Road, then along Long Bay Road from Old Jennings Road to SR-21 (Blanding Boulevard) including intersection improvements and signal modifications.

3.2. Grant Funded

This project is being supported, in whole or in part, by the Florida Shared-Use Nonmotorized (SUN) Trail Network Program through FPN: 449202-3-54-01.

The SUN Trail program provides funding for the development of a statewide system of interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. The SUN Trail network aligns with the Florida Greenways and Trails System (FGTS) Plan's Land Trail Priority Network overseen by the Department of Environmental Protection’s Office of Greenways and Trail (OGT) and includes connections to and through lands of the Florida Wildlife Corridor Act.

Additional information regarding program can be found at FDOT's Shared-Use Non-motorized (SUN) Trail Program page on their website.

The Consultant will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Grant and will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

The Federal Government has transitioned from the use of the DUNS Number (i.e., an identifier issued by Dun and Bradstreet) to the Unique Entity Identifier (UEI) as the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with 2 CFR Part 25, and the transition from DUNS to UEI has resulted in the UEI being issued by the Federal Government in SAM.gov.

3.3. Pre-Qualifications

Consultants shall be Florida Department of Transportation (FDOT) Pre-Qualified in the following fields:

A. Work Type 10.1 - Roadway Construction Engineering Inspection

Consultants shall, at the time of submitting a bid in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Consultants' profession or business. Consultants shall provide proof of certification and/or registration by the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

3.4. Scope of Services

As a result of this Request for Qualifications (RFQ) and subsequent evaluation, it is anticipated that one (1) Consultant will be issued a contract. The Consultant will provide services, which shall include, but not limited to, the following components:

A. Construction Phase Services

1. Provide on-site Construction Engineering Inspection for the project during all times the Contractor is on site.
2. Review and evaluate the Contractor's baseline and monthly project schedules. Provide recommendations on how to maintain project progress in order to meet milestone and/or other contractual dates.
3. Attend construction project meetings and supply minutes.
4. Establish and follow a system for routing project correspondence and submittals.
5. Establish protocol and follow a system for project communications.
6. Create and maintain construction contract administration files (hardcopy and electronic) for placement on an ftp site on a weekly basis.
7. Track Requests for Information (RFIs) and coordinate responses to RFIs.
8. Track project submittals and coordinate responses to submittals.
9. Review scope increases/decreases and schedule extension requests.
10. Track change requests and the use of project funds, and provide a final reconciliation at the end of the project.
11. Review and approve or take other appropriate action on Contractor's list of subcontractors and suppliers.
12. Establish site observation and project meeting schedules.
13. Verify, at least monthly, that the Contractor is properly updating the as-built documents.

14. Verify the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the National Pollutant Discharge Elimination System (NPDES) General Permit, provide at least one (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors."
15. Assist the County in the preparation of any meetings, documentation, and communication required for the FDOT and LAP grants.
16. Inform the Contractor and County of any quality assurance observations related to defects in the work performed by the Contractor.
17. Obtain, review, and maintain all test reports for the project.
18. Prepare electronic field reports of all project site visits.
19. Review Contractor's applications for payment with the Engineer of Record (EOR) and provide a recommendation for payment.
20. Receive Contractor's submittal and/or RFI log and monitor response time from the EOR.
21. Respond to the Contractor's punch list of remaining work to be completed. Participate in the development of punch lists as needed.
22. Ensure electronic record drawings are received and review for accuracy.
23. Review project close-out documents for completeness and accuracy, to include but not be limited to as-built drawings, shop drawings, Operations and Maintenance (O&M) Manuals, and warranties.
24. Review the Contractor's request for final inspection, and conduct a field inspection of the project to confirm completion.
25. Review and provide recommendation on application for final payment.
26. In concert with the EOR, review and advise County on any claims filed by the Contractor. Provide recommendations in order to mitigate potential and/or actual claims.
27. Other related duties as assigned.

B. Resident Compliance Specialist Services

1. Establish and maintain records/files to adhere to Federal and State rules and regulations concerning the compliance program. Prepare correspondence to contractors and Departmental personnel with regards to the state of compliance as directed by Departmental procedures and/or directives.

2. Attend preconstruction conferences to inform contractors of their obligations relating to Equal Employment Opportunity (EEO)/Disadvantage Business Enterprise (DBE)/On-the-Job Training (OJT), Davis Bacon and associated Federal rules and regulations. This position will be responsible for promoting effective communication with contractors in order to ensure good exchange of information and timely submittals.

3. Review the Daily Work Reports (DWR) (as necessary) for the construction contract. Each DWR will be analyzed for content in order to determine the status of active contractors (prime, subcontractors, and subordinate subcontractors).

4. Verify contractor's payrolls for format, classification, pay and timely submittal. When field interviews are received from project personnel, verify information against payrolls. If necessary, issue noncompliance notices to contractors for incorrect classification, pay scales, etc. Establish and maintain files for payrolls and labor interviews. Prepare for submission to appropriate offices.

5. Establish and maintain all documents related to the OJT Program. Check personnel action forms to see if they comply with training guide schedule. Travel to project site to interview training candidates as outlined in Compliance Reference Guide. Ensure timely submission of the Monthly Time Reports. Verify Monthly Time Reports against payrolls and report inconsistencies.

6. Engage in other aspects of project management to ensure adherence to federal/state rules and regulations.

7. Supplies administrative support in monitoring the contractor's state of compliance as it relates to construction contract language.

8. Creates and maintains various data bases, including FDOT's Grant Application Process (GAP) system, as well as typing reports in order to ensure conformity to federal/state rules and regulations. As work flow dictates, perform scanning in adherence to the Electronic Document Management System guidelines.

9. Other related duties as assigned.

C. Sampling and Testing Services

1. Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

2. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
3. Sampling, testing and laboratory methods shall be as required by FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.
4. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.
5. Input verification testing information and data into the FDOT's database using written instructions provided by the FDOT.
6. Other related duties as assigned.

3.5. Items to be Furnished by Clay County to the Consultant

A. Clay County, on an as needed basis, will furnish the following Construction Contract documents for the project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

B. FDOT will furnish and support the software packages for AASHTOware Project Construction (PrC) , if required by FDOT.

3.6. Items Furnished by the Consultant

A. Office Automation

1. Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under the awarded Contract.
2. Provide each inspection staff with a laptop computer (or tablet) capable of running a mobile broadband connection at the jobsite.
3. All computer coding shall be input by Consultant personnel using equipment furnished by them.
4. All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, if possible, such documents must be submitted electronically.

5. All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature.

6. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract.

B. Vehicles

1. Vehicles will be equipped with appropriate safety equipment, including strobes, and must be able to effectively carry out requirements of the awarded Contract. Vehicles shall have the name and phone number of the Consultant visibly displayed on both sides of the vehicle.

C. Field Equipment

1. Supply survey, inspection, and testing equipment essential to perform services under the awarded Contract; such equipment includes non-consumable and non-expendable items.

2. Hard hats shall have the name of the Consultant visibly displayed.

3. Equipment described herein and expendable materials under the awarded Contract will remain the property of the Consultant and shall be removed at completion of the work.

4. Handling of nuclear density gauges shall be in compliance with their license.

5. Retain responsibility for risk of loss or damage to said equipment during performance of the awarded Contract. Field equipment shall be maintained and in operational condition at all times.

D. Licensing for Equipment Operations

1. Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by Clay County, upon request.

2. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

3.7. Performance of the Consultant

During the term of the awarded Contract and all Supplemental Amendments thereof, Clay County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with the awarded Contract. Cooperate and assist Clay County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Clay County recommendations and Consultant

responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or Clay County to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

3.8. Personnel Qualifications

A. Provide competent personnel qualified by experience and education. Submit in writing to the Clay County Project Manager or designee the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

B. Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under the awarded Contract. Personnel changes will require written approval from Clay County. Staff that has been removed shall be replaced by the Consultant within one week of Clay County notification.

C. Before the project begins, all project staff shall have a working knowledge of the current Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to Clay County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

D. Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.

1. Senior Project Engineer

    a. A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience, or for non-degreed personnel the aforementioned registration and ten (10) years of engineering

experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialize construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs of conformance with Department standards. Also, must have the following:

i. Qualification:

I. FDOT Advanced MOT

II. Attend the CTQP Quality Control Manager and pass the examination

ii. Certifications:

I. None

iii. Other:

I. Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

2. Project Administrator / Project Engineer

a. A Civil Engineering degree plus two (2) years of engineering experience in major road or bridge construction, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

b. Receives general instructions regarding assignments and is expected to exercise initiative and independent judgement in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Responsible for the progress and final estimates throughout the construction project duration. Must have the following:

i. Qualifications:

I. FDOT Intermediate MOT

II. CTQP Final Estimates Level II

ii. Certifications:

I. SSPC Course

II. Attend CTQP Quality Control Manager Course and pass the examination.

III. A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

3. Contract Support Specialist

   a. A High School diploma or equivalent and four (4) years of road and bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgement in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as state above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

      i. Qualifications

         I. CTQP Final Estimates Level II

4. Senior Inspector

   a. High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection. Must have the following:

      i. Qualifications:

         I. CTQP Final Estimates Level I

         II. CTQP Concrete Field Inspector Level I

         III. CTQP Asphalt Roadway Level I

         IV. CTQP Asphalt Roadway Level II

         V. CTQP Earthwork Construction Inspection Level I

         VI. CTQP Earthwork Construction Inspection Level II

         VII. FDOT Intermediate MOT

      ii. Certifications:

         I. Nuclear Radiation Safety

         II. SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (if applicable) or a Civil Engineering degree and one (1) year of road and bridge CEI experience with the ability to earn additional required qualifications within one year.

III. Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower-level inspectors. Work is performed under the general supervision of the Project Administrator.

5. Inspector

a. High School Diploma or Equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction.

i. Qualifications:

I. Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that the position works under the supervision and direction of a Senior Inspector or Senior Engineer Intern, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

II. Must have the following as required by the scope of work for the intended assignment on the project at the time of NTP:

I. CTQP Final Estimates Level I

II. CTQP Concrete Field Inspector Level I

III. CTQP Asphalt Roadway Level I

IV. CTQP Earthwork Construction Inspection Level I

V. FDOT Intermediate MOT

III. Certifications:

I. Nuclear Radiation Safety

II. Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

III. Responsible for receiving general supervision from and assisting the Senior Inspector in the performance of their duties. Must communicate effectively in English (verbally and in writing).

3.9. Staffing

A. Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay

items, shall be available to resolve disputed final pay quantities until Clay County has received a regular acceptance letter.

B. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

C. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

3.10. Quality Assurance (QA) Program

A. Quality Assurance Plan

1. Within thirty (30) days after receiving award of a Contract, furnish a QA Plan to the County Project Manager or designee. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the awarded Contract. Unless specifically waived, no payment shall be made until Clay County approves the Consultant QA Plan.

2. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

   a. Organization

      i. A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the awarded Contract. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

   b. Quality Assurance Reviews

      i. Detail the methods used to monitor and achieve organization compliance with the awarded Contract requirements for services and products.

   c. Quality Assurance Records

      i. Outline the types of records which will be generated and maintained during the execution of the QA program.

   d. Control of Subconsultants and Vendors

      i. Detail the methods used to control subconsultant and vendor quality.

e. Quality Assurance Certification

i. An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Clay County procedures.

B. Quality Assurance Reviews

1. Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the awarded Contract. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the awarded Contract. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in the awarded Contract. The semi-annual reviews shall be submitted to the County Project Manager or designee in written form no later than one (1) month after the review.

2. On short duration CEI projects (nine (9) months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

3. On asphalt projects, the Consultant shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the Consultant's staff.

C. Quality Records

1. Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under the awarded Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to Clay County, upon request, during the Contract term. All records shall be kept at the primary job site and shall be subject to audit review.

3.11. Certification of Final Estimates

A. Final Estimate and As-Built Plans Submittal

1. Prepare documentation and records in compliance with the awarded Contract, Statewide Quality Control (QC) Plan, or Consultant’s approved QC Plan and FDOT’s Procedures as required by CPAM and as modified by County Procedures.

2. Submit the Final Estimate(s) and one (1) set of final “as-built plans” documenting the Contractor’s work in accordance with CPAM & County Procedures.

3. Revisions to the Certified Final Estimate will be made at no additional cost to Clay County.

B. Certification

1. Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

C. Offer of Final Payment

1. Prepare the Offer of Final Payment package as outlined in CPAM. The package shall accompany the Certified Final Estimates Package submitted to the Clay County Project Manager or designee for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

3.11. Contract Management

A. General

1. With each monthly invoice submittal, the Consultant will provide a Status Report for the awarded Contract. This report will provide an accounting of the additional Contract calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Contract completion date, and an estimate of the Consultant funds expiration date per the Contract schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

2. When the Consultant identifies a condition that will require an amendment to the Contract, the Consultant will communicate this need to the County Project Manager or designee for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the County Project Manager or designee for approval and further processing. The AR is to be submitted at such time to allow Clay County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by Clay County.

3. The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to Clay County.

3.12. Post Construction Claim Reviews

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed the awarded Contract, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to the awarded Contract.

3.13. County Authority

The County shall be the final authority in considering contract modification of the Contractor for time, money, or any other consideration.

3.14. Length of Service

The services for this Construction Contract shall begin upon written notification to proceed by Clay County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by Clay County has been issued, the Consultant shall be ready to assign personnel within two (2) weeks of notification. For the duration of the project, coordinate closely with Clay County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's Notice to Proceed for the project and thirty (30) calendar days to demobilize after final acceptance of the Construction Contract.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Performance Evaluation

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

3.17. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.18. Additional Services

If the County and/or awarded Consultant identifies any additional services to be provided by Consultant that are not covered under the Contract but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

Unless there is a clear statement provided within Bidders Bid, all other Consultants listed will be considered as subconsultants.

Please note **Project Approach** and **Work Plan** has 25 points maximum, **Volume of Work for Clay County** has 5 points maximum, and all other categories have 10 points maximum.

Project View Count

836

Vendor Funnel

Followers	29
Downloaders	50
Applicants	9
No Bids	1
Submissions	8

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
AECOM No Reviews *michele.rastelli@aecom.com*		✔			
AMI Engineers No Reviews *david.nelson@amiengineers.com*		✔			
Baker Consulting & Engineering L *kvojtech@bdbjax.com*	✔	✔			
Baxter & Woodman, Inc. No R *marketing@baxterwoodman.com*		✔			
Beryl Project Engineering No *marketing@berylprojectengineering.*		✔	✔	✔	
CDM Smith Inc. 5 *obrienconnellkm@cdmsmith.com*	✔	✔	✔		✔
CDM Smith Inc. 5 *hoeglerja@cdmsmith.com*	✔	✔			
CDM Smith Inc. 5 *abernathyt@cdmsmith.com*	✔	✔			
CSI Geo, Inc. No Reviews *jrenzi@csi-geo.com*	✔	✔	✔		✔
Carnahan Proctor and Cross, Inc.	✔	✔			

dhagedorn@cpc-eng.com					
Carnahan Proctor and Cross, Inc. *mscudella@cpc-eng.com*	✔	✔	✔		✔
Chen Moore and Associates, Inc. *jlockwood@chenmoore.com*	✔	✔			
ConstructConnect No Reviews *content@constructconnect.com*		✔			
Construction & Engineering Servi *jfronczak@candesconsults.com*	✔	✔			
Construction Bid Source *axion.cbs@gmail.com*		✔			
DCCM Infrastructure, Inc No F *mdg.marketing@dccm.com*		✔			
DF Interactive NC LLC *bids+opengov@davidfine.dev*		✔			
DRMP, Inc. No Reviews *marketingdept@drmp.com*	✔	✔			
Dodge Construction Network *jayalakshmil@construction.com*	✔	✔			
EXP U.S. Services Inc. No Re *sandra.kenzie@exp.com*		✔			
Eisman & Russo, Inc. No Revi *ebjork@eismanrusso.com*	✔	✔	✔		✔
Eisman & Russo, Inc. No Revi *tmahfoud@eismanrusso.com*	✔				
England-Thims & Miller, Inc. N *marketing@etminc.com*	✔	✔	✔		✔
Entram No Reviews *contact@envirobidnet.com*	✔	✔			
H.W. Lochner, Inc. 4 *dbuttorff@hwlochner.com*		✔			
H2M Architects & Engineers, Inc. *rfpnj@h2m.com*		✔			

Halff Associates, Inc. 4.3 *info-marketing@halff.com*	✔	✔	✔		✔
IMS No Reviews *cawr@imsinfo.com*		✔			
Infrastructure Consulting & Engin *kristin.mamula@ice-eng.com*	✔	✔	✔		✔
Infrastructure Consulting & Engin *ghada.maghrebi@ice-eng.com*	✔	✔			
Johnson, Mirmiran, & Thompson *kburns@jmt.com*		✔			
KCI Technologies, Inc. 3.8 *kcimarketing@kci.com*	✔				
KCI Technologies, Inc. 3.8 *mike.fleming@kci.com*	✔	✔			
KCI Technologies, Inc. 3.8 *eric.pineres@kci.com*		✔			
KCI Technologies, Inc. 3.8 *ella.muse@kci.com*	✔	✔	✔		✔
Kisinger Campo & Associates, Cc *marketing@kcaeng.com*	✔	✔			
MTN Resources, LLC No Revi *mnance@mtnresources.com*		✔			
Mark W Keels Construction, LLC *mwkeels@yahoo.com*	✔	✔			
Meskel & Associates Engineering *tpringle@meskelengineering.com*	✔	✔			
Metric Engineering LLC 4.4 *suzannah.peckham@metriceng.com*		✔			
NicNevol Engineering Services, Ir *marketing@nicnevol.com*	✔	✔			
None *martin.larinas@gmail.com*		✔			
North America Procurement Cour		✔			

notifications@napc.me					
OG LLC *rfp.radarusa@gmail.com*		✔			
PV Inc *primevendor123@gmail.com*		✔			
Quest Corporation of America, Inc *vendors@qcausa.com*	✔	✔			
RevStar Consulting No Review *nastassia.barkouskaya@revstarcons*		✔			
SAI Consulting Engineers, Inc. *awander@saiengr.com*	✔	✔			
Source Management No Revie *sourcemanagement@deltek.com*		✔			
Southeastern Surveying and Map *marketing@ssmc.us*	✔				
VendorLink, LLC No Reviews *bids@evendorlink.com*		✔			
Visual *visualbidalerts@gmail.com*		✔			
WGI, Inc. No Reviews *busdev@wginc.com*	✔	✔			

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and
Contractual Services

SUBJECT:
Approval of the agreement for Mosquito Control Services with Vector Disease Control International (VDCI), a Rentokil North America Company, beginning July 1, 2026 for a period of three (3) years with option to renew for two (2) additional one-year terms. Cost of routine service is $25,571.00 per month, less $1,800.00 for the use of County facilities. The costs for as-needed services are detailed in the price table attached.
Funding Source:
General Fund - Mosquito Control - Professional Services

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
This agreement is a result of the award of RFP No. 25/26-084, Mosquito Control Services. At the May 26, 2026 meeting, the Board accepted staff's ranking of the proposers and awarded the bid to Vector Disease Control International (VDCI). Current provider is Rentokil North America Inc. dba Mosquito Control Services of FL, LLC.

Is Funding Required (Yes/No):
Yes

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

FD1000 General Fund - CC1204 Mosquito Control - SC531000 Professional Services

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Mosquito Control Program	Agreement/Contract	6/5/2026	Mosquito_Control_Program-VDCIdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	6/3/2026 - 12:28 PM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR MOSQUITO CONTROL PROGRAM SERVICES

This Agreement for Mosquito Control Program Services ("Agreement") is entered into this ____ day of June, 2026, and is between Vector Disease Control International, LLC, a Rentokil Company authorized to do business in Florida ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued Request for Proposal, RFP No. 25/26-084 ("RFP") to solicit proposals from qualified contractors to provide a comprehensive Mosquito Control Program; and

WHEREAS, the Contractor submitted a response to the RFP, offering to provide the requested services (the "Contractor's Response"); and

WHEREAS, County staff evaluated and ranked the submitted proposals, and on May 26, 2026, the Board of County Commissioners of Clay County, Florida (the "Board") awarded the RFP to the Contractor; and

WHEREAS, the Contractor represents and warrants that it is duly licensed, qualified, experienced, and capable of performing the services required under this Agreement; and

WHEREAS, Contractor is the County's current provider of mosquito control services pursuant to an existing agreement that expires on June 30, 2026; and

WHEREAS, the parties acknowledge and agree that the RFP, including all attachments and addenda thereto, and the Contractor's Proposal are incorporated herein by reference and made a part of this Agreement as though fully set forth herein; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which Contractor shall provide the services contemplated by the RFP, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. THE SERVICES

(a) The above recitals are true and correct and are incorporated herein by reference.

(b) Contractor shall provide a comprehensive Mosquito Control Program (the "Program")

utilizing an Integrated Mosquito Management ("IMM") approach consistent with the then-current editions of the Florida Public Health Pest Control Manual and the American Mosquito Control Association ("AMCA") training manual (collectively, the "Services").

(c) The scope of work for the Services is set forth in the RFP Scope of Work, attached hereto as Attachment A and incorporated herein by reference. The Services include all labor, supervision, personnel, equipment, materials, supplies, vehicles, chemicals, biological control agents, testing, reporting, and other resources necessary to perform and administer the Program in accordance with this Agreement.

(d) Without limiting the requirements of Attachment A, the Services shall include, at a minimum:

1. Year-round surveillance, inspection, and control of mosquito larvae and adult mosquitoes utilizing appropriate chemical and biological control methods;
2. Monitoring and assessment activities to evaluate mosquito populations and determine the type, timing, and extent of control measures;
3. Public education, community outreach, and public information activities;
4. Intake, investigation, and resolution of citizen complaints and service requests;
5. Testing, monitoring, data collection, and reporting activities; and
6. Such additional services as may be required to maintain the Program in compliance with applicable federal, state, and local requirements.

(e) Mosquito Control Director. The Contractor shall serve as the County's Mosquito Control Director throughout the Agreement term and shall be responsible for the overall management, planning, supervision, administration, and implementation of the Program. The Contractor shall maintain at least one full-time Mosquito Control Director certified in accordance with Florida Department of Agriculture and Consumer Services ("FDACS") requirements and shall provide documentation of such certification to the County annually and upon request.

(f) Reporting Requirements.

1. Contractor shall submit bi-weekly reports to the County's Project Manager, or designee, containing the information required by Attachment A and such other information as may reasonably be requested by the County.
2. Contractor shall submit an annual report summarizing Program activities during the preceding year, including annual efficacy testing results and other information required by Attachment A.
3. Contractor shall maintain complete and accurate application, treatment, inspection, testing, and operational records and shall make such records available to the County upon request.

(g) As-Needed Services. Upon request by the County, Contractor shall provide the following additional services at the rates set forth in the Price Table attached hereto as Attachment B: (i) Larviciding; (ii) Adult Mosquito Control (Truck-Mounted Spraying); and (iii) Expanded Zika Suppression and Emergency Response services.

(h) In performing the Services, Contractor shall:

1. Be familiar with the Services, applicable deadlines, performance requirements, and conditions affecting performance;
2. Be solely responsible for all means, methods, techniques, sequences, coordination, and safety procedures associated with the Services;
3. Perform the Services in a manner that supports and maintains the County's eligibility for and status as a State-Approved Mosquito Control Program administered by FDACS pursuant to Chapter 388, Florida Statutes, Chapter 5E-13, Florida Administrative Code, and any successor laws or regulations;
4. Conduct all operations in a professional manner that reflects favorably upon the County;
5. Refrain from deceptive, misleading, fraudulent, or unethical practices; and
6. Comply with all applicable federal, state, and local laws, rules, regulations, permits, and licensing requirements.

(i) Contractor represents and warrants that it possesses, or shall timely obtain and maintain throughout the Agreement term, all personnel, equipment, materials, licenses, certifications, qualifications, experience, and other resources necessary to perform the Services. Contractor shall assign sufficient qualified personnel to ensure the timely, diligent, and competent performance of the Services. Contractor shall ensure that all personnel performing the Services are properly trained, licensed, and certified as required by applicable law and industry standards and possess the qualifications and experience necessary to perform their assigned duties. Contractor shall perform the Services in accordance with the requirements of this Agreement and all applicable federal, state, and local laws, rules, regulations, permits, and licensing requirements.

(j) Standard of Care. Contractor shall perform the Services in accordance with the level of care, skill, diligence, and professional judgment ordinarily exercised by experienced mosquito control professionals performing similar services under similar circumstances and conditions in the same or similar geographic area.

(k) Compliance with Laws. Contractor shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, permits, and licensing requirements, as such authorities may be amended from time to time or supplemented by subsequently enacted laws, rules, or regulations during the Term. The parties acknowledge that any reference in this Agreement to a particular law, rule, or regulation is for convenience only and shall not be construed to limit Contractor's obligation to comply with all applicable legal requirements. A material violation of any applicable law, statute, ordinance, rule, regulation, permit, or licensing requirement in connection with the performance of the Services shall constitute a material breach of this Agreement and shall entitle the County to exercise any remedies available under this Agreement or at law, including termination upon written notice as provided herein.

(l) Scope Modifications. The County reserves the right, in its sole discretion, to reduce, suspend, or eliminate any portion of the Services at any time upon written notice to Contractor. Such notice shall specify the nature and effective date of the modification. In the event of a reduction, suspension, or elimination of Services, Contractor shall be entitled to compensation only for Services satisfactorily performed and accepted by the County through the effective date

of the modification and for any remaining Services not affected by the modification. Contractor shall not be entitled to compensation for any Services not performed as a result of the County's action, nor shall Contractor be entitled to recover any lost profits, anticipated revenues, overhead, termination costs, or consequential damages arising from such modification.

(m) Performance Evaluations. The County may evaluate Contractor's performance at any time during the Term and for a reasonable period following completion of the Services to determine compliance with the requirements of this Agreement. Such evaluations may be conducted at the sole discretion of the County.

(n) County Representative and Project Manager. The County Representative for purposes of this Agreement shall be the County Manager, or designee. The Project Manager shall be Annie Wallau, or designee. The County may designate a different County Representative or Project Manager upon written notice to Contractor.

(o) Contractor's Point of Contact. Contractor shall designate, in writing, a primary point of contact authorized to act on Contractor's behalf with respect to all matters arising under this Agreement. The designated representative shall be responsible for coordinating performance of the Services and submitting all reports, notices, and other information required under this Agreement. The Contractor shall provide written notice to the Project Manager of any change in its designated point of contact within five (5) business days of such change.

SECTION 2. USE OF COUNTY FACILITIES

(a) County Facilities. To facilitate Contractor's performance of the Services, the County shall permit Contractor to use the mosquito control building, sheds, and storage areas located at 5 Esplande Avenue, Green Cove Springs, Florida (collectively, the "Facilities"), during the Agreement term and solely for purposes of administering and operating the Program.

(b) The County shall provide utilities serving the Facilities, including electrical service, water, internet service, trash collection, and pest control. Except as expressly provided herein, Contractor shall be solely responsible for furnishing all personnel, equipment, supplies, materials, vehicles, furnishings, and other resources necessary to operate and manage the Program.

(c) In consideration of its use of the Facilities, Contractor shall provide the County a monthly credit in the amount of $1,800.00, which shall be reflected as a deduction from the monthly compensation otherwise payable by the County under this Agreement.

(d) The County reserves the right, upon thirty (30) days' written notice, or such shorter period as may be necessary in the event of an emergency or operational necessity, to modify, reduce, relocate, or terminate Contractor's use of all or any portion of the Facilities if the County determines such action is in its best interests. Any such action shall not entitle Contractor to additional compensation, damages, or equitable adjustment except as expressly approved in writing by the County.

(e) Nothing contained herein shall be construed as creating a leasehold interest, tenancy, or other real property interest in favor of Contractor.

(f) County Access. The County shall have unrestricted access to the Facilities at all times. The County may enter the Facilities for inspection, maintenance, repair, renovation, security, or any other governmental purpose. Upon commencement of the Agreement term, Contractor shall provide the County with all keys, access devices, security codes, and other means of access to the Facilities utilized by Contractor.

(g) Alterations and Improvements. The Contractor shall not make any alterations, improvements, modifications, or additions to the Facilities without the County's prior written consent. Any approved improvement shall become the property of the County upon installation unless otherwise agreed in writing. The Contractor shall not permit any mechanic's lien, construction lien, or other encumbrance to be asserted against the Facilities arising from Contractor's activities.

(h) Maintenance and Housekeeping. The Contractor shall maintain the Facilities in a clean, orderly, sanitary, and safe condition and shall be responsible for damage to the Facilities caused by the negligent or wrongful acts or omissions of Contractor, its employees, agents, subcontractors, or invitees. The Contractor shall promptly notify the County of any condition requiring repair or maintenance. If Contractor fails to maintain the Facilities as required herein, the County may perform the necessary work and recover its reasonable costs from Contractor.

(i) Permitted Use. The Contractor shall use the Facilities solely for purposes related to the Program and shall not use or permit the Facilities to be used for any unlawful, improper, hazardous, or offensive purpose. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations governing the use of the Facilities, including County policies, rules, and ordinances applicable to County-owned property.

(j) Surrender of Facilities. Upon expiration or earlier termination of this Agreement, the Contractor shall vacate and surrender the Facilities in substantially the same condition as received, reasonable wear and tear excepted. The Contractor shall remove all personal property and equipment and repair any damage caused by such removal. Any personal property remaining after thirty (30) days following termination may be deemed abandoned and disposed of by the County in accordance with applicable law.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Contractor recommends, any additional services to be provided by the Contractor that are not included under this Agreement but would be beneficial to the County, the scope, timing, and fees for such services must be mutually agreed upon by the County and the Contractor. Any such additional services shall not proceed unless they are authorized in writing by the County and incorporated into this Agreement through an amendment to the Agreement.

SECTION 4. TERM

The term shall begin on July 1, 2026 ("Effective Date") and shall remain in effect for a period of three (3) years from the Effective Date through June 30, 2029, unless terminated earlier in accordance with this Agreement. This Agreement may be renewed for up to two additional one-year terms upon the mutual written agreement of the parties.

SECTION 5. PAYMENT

(a) The County shall compensate the Contractor for Services performed under this Agreement in accordance with the terms and conditions set forth herein. Compensation shall be based on the rates and pricing set forth in the Price Table attached hereto as Attachment B and incorporated herein by reference.

(b) For the Services required under this Agreement, the Contractor shall submit a monthly invoice in the lump-sum amount of $25,571.00. The Contractor shall apply a monthly credit in the amount of ($1,800.00) for the County's use of the Facilities, resulting in a net monthly payment of $23,771.00.

(c) As-Needed Services. Upon written authorization by the County, the Contractor shall provide the following as-needed Services at the rates set forth in Attachment B: (i) Larviciding; (ii) Adult Mosquito Control (Truck-Mounted Spraying); and (iii) Expanded Zika Suppression and Emergency Response Services. Charges for authorized as-needed Services shall be separately itemized and included on the Contractor's monthly invoice.

(d) The compensation set forth in Attachment B constitutes full compensation for all Services performed under this Agreement. Except as expressly authorized herein, the County shall not be responsible for any additional costs or expenses incurred by the Contractor, including, but not limited to, costs associated with labor, materials, equipment, supplies, travel, courier services, communications, copying, postage, overhead, profit, or any other direct or indirect expenses.

(e) The County shall make payment upon receipt and approval of a Proper Invoice submitted in accordance with Section 6 of this Agreement.

SECTION 6. PAYMENT PROCEDURES

(a) As used herein, 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 this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable

with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Contractor shall submit a Proper Invoice to the Paying Agent no more than once per month. Each Invoice shall be signed by an authorized representative of the Contractor and shall include, at a minimum, the following information and supporting documentation:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. The period of the Services covered by the Invoice.
5. The total amount of payment requested and itemization of any authorized as-needed Services covered by the Invoice.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Contractor in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(d) 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.

(e) The parties will attempt to settle any payment dispute arising under this section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 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 Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

(f) Final Payment. Acceptance by the Contractor, including its successors and assigns, of final payment under this Agreement shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the Agreement, unless the Contractor has properly and timely filed a claim prior to such payment.

(g) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Contractor's negligent performance of any of the Services furnished under this Agreement.

SECTION 7. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law, the Contractor shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions, from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage to or loss of property, loss of monies, death, or other loss, arising out of, by reason of, or in any manner connected with or related to the Services provided by the Contractor under this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) This Section shall survive the expiration or termination of this Agreement.

SECTION 8. INSURANCE

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

• Workers Compensation	Statutory limits
• Employers Liability	$100,000 Each Accident
	$500,000 Disease Policy
	$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

   The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

   The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

   For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance
   If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Contractor shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 9 . ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Contractor provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Contractor shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Contractor's Services, Contractor shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Contractor utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Contractor shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Contractor's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or relating to Contractor's failure to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 10. LIQUIDATED DAMAGES AND FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available under this Agreement or applicable law, including the County's rights under the Default and Termination provisions of this Agreement, the County may assess liquidated damages and recover costs as provided in this Section.

(b) The County and Contractor acknowledge that the Contractor's failure to perform certain obligations under this Agreement may result in damages to the County that are difficult to ascertain with precision. Accordingly, the parties agree that the amounts set forth below are reasonable estimates of the damages likely to be incurred by the County and constitute liquidated damages and not penalties.

(c) Subject to the notice provisions set forth herein, the County may assess liquidated damages as follows:

1. $100.00 per calendar day for each supervisory position filled by an individual who does not possess the certifications required under this Agreement.
2. $100.00 per occurrence for failure to initiate satisfactory resolution of a citizen complaint within two (2) business days after receipt of the complaint.

The County may deduct any liquidated damages assessed pursuant to this Section from amounts otherwise due to the Contractor.

(d) If the Contractor fails to provide the required mosquito control Services for more than two (2) consecutive scheduled working days, excluding delays caused by Force Majeure, the County may, in addition to any other remedies available under this Agreement:

1. Perform or procure substitute services from another provider;
2. Recover from the Contractor all reasonable costs incurred by the County in connection with obtaining such substitute services, including reasonable administrative and operational costs; and
3. Deduct such costs from amounts otherwise due to the Contractor.

If the Contractor fails to resume performance within three (3) calendar days after written notice from the County, the County may terminate the Agreement for default and obtain replacement services. The Contractor shall remain liable for all damages and costs incurred by the County as a result of such default.

(e) Prior to assessing liquidated damages under subsection (c) or recovering costs under subsection (d), the County shall provide written notice to the Contractor describing the failure. Such notice shall be provided within fourteen (14) calendar days after the County becomes aware of the failure. The Contractor shall have forty-eight (48) hours after receipt of the notice to submit a written response and any supporting documentation for the County's consideration. After reviewing the Contractor's response, the County shall determine, in its reasonable discretion, whether to assess the applicable liquidated damages or recoverable costs. Nothing herein shall limit the County's right to require immediate corrective action where necessary to protect public health, safety, or welfare.

(f) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

(a) Default by Contractor. The Contractor shall be in default if it breaches any covenant, condition, or obligation under this Agreement; fails to satisfactorily perform the Services required under this Agreement; fails to make sufficient progress so as to endanger timely completion; fails to begin or perform Services; fails to comply with an applicable deadline; fails to provide sufficient properly skilled labor, materials, or equipment; performs defective or unacceptable Services and fails to correct it; discontinues or fails to resume Services after notice; fails to timely pay subcontractors or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Contractor in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be cured immediately), the Contractor shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Contractor shall immediately commence implementation of the cure plan.

(b) If the Contractor fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies:

1. Terminate the Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Contractor's performance obligations.
3. Withhold, offset, or suspend payments under the Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, the Bonds, or applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Contractor fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Contractor, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated

through other sources, and the Contractor shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Contractor was not in default, or that the default was excusable due to causes beyond the Contractor's control and without the fault or negligence of the Contractor, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination Due to Lack of Funds. If funds necessary to finance this Agreement become unavailable, or if dependent federal or state funding is withdrawn or redirected, the County may terminate the Agreement upon not less than ten (10) days written notice. Such termination shall not constitute a default by the County. The Contractor shall be paid for Services satisfactorily performed through the effective date of termination.

(e) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, in whole or in part, for convenience. The County Representative shall provide the Contractor with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Contractor shall be compensated for all Services satisfactorily performed through receipt of the notice of termination, and for any additional Services specifically authorized in writing by the County to be performed through the effective date of termination.

(f) Mutual Termination. The parties may mutually agree to terminate this Agreement, in whole or in part, through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement. The County Representative is authorized to execute such amendment on behalf of the County.

(g) Unless otherwise directed, upon termination the Contractor shall cease Services as specified, incur no further obligations related to terminated Services, terminate subcontracts related thereto, and transfer to the County all completed Services, work in progress, and related materials.

(h) Termination of this Agreement or a portion hereof shall not relieve the Contractor of responsibility for completed Services or any claims arising from Services performed prior to termination.

(i) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably

capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Contractor may request a reasonable extension of time for performance of its Services.

SECTION 12. SAFEGUARDS AND PROTECTION OF PROPERTY

(a) The Contractor shall be responsible for any damage to public or private property resulting from the performance of the Services, including damage caused by application activities, equipment operations, or installation activities, and shall repair or replace such property at its sole expense. All repairs or replacements shall be completed in a manner acceptable to the County and shall restore the property to its original condition, or better.

(b) The Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. The Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

(c) Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

(d) Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the Contractor's Invoice prior to a payment being made.

SECTION 13. TAXES

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

SECTION 14. APPROPRIATED FUNDS

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

SECTION 15. PUBLIC RECORDS

(a) The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The

Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

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

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

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

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

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

SECTION 16. AUDIT

The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

SECTION 17. 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 this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 18. 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 this Agreement at its discretion.

SECTION 19. HUMAN TRAFFICKING ATTESTATION

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

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

SECTION 20. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 21. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 22. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 23. NO ASSIGNMENT

The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 24. SUBCONTRACTORS

(a) Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County. Such written authorization may be obtained from the Project Manager on behalf of the County. Any approval required shall be provided on a reasonable basis.

(b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.

(c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of the Services of its subcontractors and of persons directly or indirectly employed by them.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.

(e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 25. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 26. CONFLICT OF INTEREST

Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

SECTION 27. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

SECTION 28. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 29. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 30. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 31. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or

as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 32. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Contractor:	If to the County:
Vector Disease Control International (VDCI) 1320 Brookwood Drive, Suite H Little Rock, AR 72202 Attention: Dr. Caroline Efstathion Regional Director VDCI Email: caroline.efstathion@vdci.net Attention: Steve Pavlovich Director of Field Operations Email: spavlovich@vdci.net	Clay County P.O. Box 1366 477 Houston Street Green Cove Springs, FL 32043 Attention: County Manager Email: howard.wanamaker@claycountygov.com Copy to: Project Manager Email: Annie.Wallau@claycountygov.com

SECTION 33. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 34. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 35. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

SECTION 36. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 37. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 38. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 39. AUTHORITY

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

VECTOR DISEASE CONTROL INTERNATIONAL, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

F:\Contract\Extension Services\Mosquito Control Program-VDCI.doc

ATTACHMENT A
RFP SCOPE OF WORK

REQUEST FOR PROPOSAL

25/26-084

MOSQUITO CONTROL PROGRAM

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: April 9, 2026

LAST DATE FOR INQUIRIES: April 29, 2026, 4:30 pm

BID DUE: May 7, 2026, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/claycounty

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (the "County") is soliciting proposals from qualified Contractors to provide a comprehensive Mosquito Control Program. Services shall be delivered through an Integrated Mosquito Management (IMM) approach consistent with the Florida Public Health Pest Control Manual and the American Mosquito Control Association (AMCA) training manual (latest editions).

The Program shall include year-round surveillance, inspection, and control of mosquito larvae and adult mosquitoes using appropriate chemical and biological methods, as well as monitoring activities to assess mosquito populations and determine the appropriate type, timing, and extent of control measures. The Program shall also include public education and outreach.

All services must be performed in a manner that supports and maintains the County's eligibility for and status as a State-Approved Mosquito Control Program administered by the Florida Department of Agriculture and Consumer Services (FDACS), in accordance with Chapter 388, Florida Statutes, and Chapter 5E-13, Florida Administrative Code.

3.2. General Requirements

The Contractor shall provide all personnel, supervision, materials, equipment, facilities, and services necessary to perform the Work. The Contractor shall be solely responsible for means, methods, techniques, sequences, and safety procedures.

At a minimum, the Contractor shall provide:

- Year-round mosquito surveillance and control (larval and adult)
- Public education and outreach
- Complaint intake and resolution
- Efficacy testing
- Office, laboratory, and operational facilities within Clay County
- All required permits (local, state, federal)
- Emergency mosquito control services (including disaster response), when authorized by the County
- Expanded arboviral surveillance (e.g., Zika) when authorized by the County
- Operate the Mosquito Control Program in compliance with Chapter 388, Florida Statutes, and Chapter 5E-13, Florida Administrative Code, and all applicable FDACS rules governing State-Approved Mosquito Control Programs.

- Support the County in meeting all FDACS reporting, documentation, surveillance justification, and record-keeping requirements necessary to maintain State-Approved Program status and eligibility for state aid.

The Contractor shall serve as the Clay County Mosquito Control Director for the duration of the contract and shall be responsible for the overall management, planning, supervision, and execution of the County's Mosquito Control Program. The Contractor shall maintain at least one full-time certified Mosquito Control Director in accordance with Florida Department of Agriculture and Consumer Services (FDACS) requirements and shall provide annual proof of certification.

3.3. Routine Services

A. Mosquito Larval Surveillance and Control

The Contractor shall identify, GPS map, and monitor mosquito breeding sites using standard surveillance methods. Permanent or semi-permanent sites shall be sampled as necessary, not to exceed monthly during peak mosquito season. Temporary sites shall be inspected following rainfall events or as conditions warrant.

Larval populations shall be monitored using standard dip sampling techniques. Treatment decisions shall be based on surveillance data and established thresholds. All positive breeding sites shall be treated using approved chemical or biological control methods in accordance with label requirements and applicable best management practices.

The Contractor shall notify the County Representative of any identified mosquito breeding sites that may require source reduction measures, including but not limited to clogged ditches, standing water, or other environmental conditions requiring corrective action.

Any additional sites identified by the County or otherwise brought to the Contractor's attention shall also be mapped, monitored, and incorporated into surveillance activities.

B. Adult Mosquito

Adult mosquito surveillance shall be conducted primarily using standard CDC light traps or equivalent approved by the County.

A minimum of twenty (20) traps shall be operated up to three (3) times per week during mosquito season. Trap frequency may be reduced during periods of low mosquito activity with prior approval from the County.

All collections shall be identified to species level and reported by sex (male/female) and total counts per trap night.

C. Adult Mosquito Control

Adult mosquito control shall be performed using vehicle-mounted or handheld Ultra-Low Volume (ULV) application equipment.

All spray vehicles shall be equipped with GPS-based tracking systems capable of recording time, location, speed, direction, and spray activation status. All application records shall be retained and made available to the County upon request.

Application Requirements

All pesticide applications shall:

- Be EPA-registered and used in accordance with label directions
- Be applied at labeled rates only
- Be documented in accordance with County reporting requirements

Calibration & Testing

All ULV equipment shall be calibrated prior to use and operated in accordance with manufacturer specifications. Droplet size testing shall be conducted periodically during mosquito season, and results shall be made available to the County upon request.

D. Larval Mosquito Control

All breeding sites found positive for mosquito larvae must be treated with chemical or biological controls using best management practices.

Pesticide application must be made using power and/or hand operated equipment suitable for the chemical being applied, and in a manner consistent with label recommendations.

Only pesticide approved for such use by Federal and State authorities shall be used.

Treatment levels shall be based on surveillance data; however, minimum service levels must be maintained unless reduced activity is documented and approved by the County.

E. Mosquito-Borne Disease Suppression

Upon notification to the Contractor by the Florida Department of Health, the Clay County Health Department, or any other responsible state or local public health agency that a person within Clay County has been diagnosed with a mosquito-borne disease, including but not limited to Zika virus, Dengue fever, Chikungunya virus, West Nile virus, Eastern Equine Encephalitis (EEE), St. Louis Encephalitis (SLE), malaria (locally transmitted), or any other mosquito-borne disease of public health significance in Florida:

- The Contractor shall notify the County Representative immediately.
- Upon authorization, the Contractor shall implement a transmission suppression protocol in accordance with applicable public health guidance.

F. Efficacy Testing

The Contractor shall perform efficacy testing to evaluate mosquito control efforts, including:

- Pre- and post-treatment mosquito population assessments using traps and/or field evaluations.
- Insecticide susceptibility testing (e.g., bottle bioassay methods).

Testing Requirements:

- Conducted at least once per calendar year
- Performed for each chemical routinely used in mosquito control operations

As Needed Services

The following scope of services shall be provided on an as needed basis as directed by the County:

Arboviral Surveillance and Response
The Contractor shall provide surveillance for mosquito-borne viruses, including Zika, on an as-needed basis and only upon written directive from the County.

The Contractor shall be prepared to implement expanded surveillance activities in a proactive and timely manner when authorized. If conditions do not warrant an expanded surveillance program, the County reserves the right to withhold authorization for these services.

Emergency Response to Natural or Manmade Disasters
Post-disaster services to address mosquito activity resulting from natural or manmade events shall be performed only upon prior authorization by the County when such services exceed the routine scope of work.

The Contractor shall provide and maintain a current list of Essential Duty Personnel (EDP), including names and contact telephone numbers, and shall ensure the availability of qualified personnel and necessary equipment to respond to potential mosquito-related issues.

The Contractor shall develop and submit a disaster response plan with its Proposal. The plan shall be subject to review and approval by the County and, upon approval, shall be incorporated into the Contract.

Public Education Program

In an effort to educate the community of our mosquito control program and what citizens can do to eliminate mosquito breeding sites and protect themselves from mosquitoes, Contractor shall do the following on an as-needed basis as requested by the County:

A. Prepare, on an as needed basis, press releases, flyers and other written public information materials to be disseminated via distribution to media, civic associations, schools, and by other means. The County will cover costs of printing and postage or negotiate such fee with the Contractor.

B. Prepare Public Service Announcements, and represent the County mosquito program on radio/television broadcasts.

C. Conduct presentations at schools, civic association meetings, and public meetings.

Reporting

The Contractor shall submit a bi-weekly report to include, but not limited to, the following:

A. Brief narrative summary of general mosquito populations and contractor's response. Any unusual conditions should be noted.

B. Light trap counts by location, mosquito species and gender, and total.

C. Adulticiding report to include number of miles sprayed, and acres treated.

D. Larviciding report to include square footage of area treated with biolarvicide.

E. Service requests received to include number of adulticiding requests, number of larviciding requests, and number of sites inspected.

F. Any additional data, documentation, or summaries required by the County to complete FDACS-mandated reports, including but not limited to being responsible for submitting the Mosquito Control Monthly Report – Pesticide Activity Reports (FDACS-13652, Rev 02/23) in accordance with 5E-13.027(4), F.A.C. and submit detailed plans for inclusion in the County's Integrated Mosquito Management Plan (FDACS-12668, Rev 2/23) as required by 5E-13.022(2), F.A.C.

The Contractor shall submit an annual report that provides a recap of the aforementioned reporting and includes the results of the annual efficacy testing results.

3.4. Program Equipment

All vehicles and other equipment used in the performance of this Contract shall be maintained in good repair, in a clean and sanitary condition, and in a manner acceptable to the County at all times. Each vehicle shall be equipped with appropriate spill kits and safety equipment. The Contractor's name shall be clearly displayed on both sides of each vehicle.

All trucks and mobile equipment shall be assigned unique identification numbers, with no duplication between units. Identification numbers shall be displayed on both sides of each

vehicle. Each digit shall be a minimum of three (3) inches in height and two (2) inches in width and shall be clearly legible.

Each truck shall be equipped with either a two-way radio or a cellular telephone to ensure continuous communication with the Contractor's dispatcher and the County.

3.5. Complaints

All complaints shall be made directly to the Contractor or shall be forwarded to the Contractor by the County, and shall be given prompt and courteous attention. All complaints received must be responded to within forty-eight (48) hours, weather permitting, excluding weekends and holidays. It shall be the duty of the Contractor to investigate each complaint and take whatever steps that may be necessary to remedy the cause of the complaint, including treatment, recommendation to property owner and/or recommendation to the County. The County shall provide to the Contractor a list of complaints received by the County each day. The Contractor may obtain this list from the County each day either by telephone, e-mail, fax and/or personal visit to the County Office.

3.6. Office Location and Operations

The Contractor shall maintain an office, chemical mixing facility, and operational shop within Clay County for the duration of the Contract. The office shall serve as the designated location for receipt of all notices, directives, orders, requests, and complaints issued under this Contract. The Contractor shall notify the County in writing of the office location and any subsequent changes.

The Contractor shall maintain a publicly listed local telephone number for public contact between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding County-recognized holidays. In the event of excessive mosquito emergence, the Contractor shall extend operational spray activities to weekends and holidays as necessary, subject to County direction or approval.

At the County's option, the County may provide the existing mosquito control building, sheds, and storage area located at 5 Esplanade Avenue, Green Cove Springs, Florida, for use by the Contractor. The County shall provide utilities and services for the Facilities, including internet service, trash collection, and pest control. Such use shall be subject to a mutually agreed-upon monthly lump sum credit to be applied to the County's invoice for services.

The Contractor shall be responsible for all other items necessary to operate the Program, including, but not limited to, office supplies and equipment.

The County shall have the right to inspect the Facilities at any time and to enter at reasonable times for the purpose of alterations or repairs. Upon commencement of use, the Contractor shall provide the County with duplicate keys to the Facilities.

The Contractor shall not make any improvements or alterations to the Facilities without the County's prior written approval and shall not permit any liens to be placed on the Facilities arising from its use or occupancy.

The Contractor shall maintain the Facilities in good repair and in a clean and sanitary condition, including regular removal of trash, and shall comply with all applicable laws governing use of the Facilities. If the County determines that the Facilities are not being properly maintained, the Contractor shall correct the deficiencies and reimburse the County for any costs incurred in doing so.

The Contractor shall not make unlawful, improper, or offensive use of the Facilities, including the possession, consumption, display, or disposal of alcoholic beverages, in accordance with applicable County Code.

The County reserves the right, at its sole discretion, to discontinue the Contractor's use of the Facilities if it is determined to be in the best interest of the County.

3.7. Point of Contact

All dealings, contacts, etc. between Contractor and the County shall be directed by the Contractor to the appointed County Representative and by the County to the Contractor's Manager. The cellular telephone number of the Contractor's Manager shall be provided to the County Representative and shall be available twenty-four (24) hours, seven (7) days/ week for emergency calls.

3.8. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

Holidays

The Contractor may elect to observe the same holidays as those observed by the Clay County Board of County Commissioners by suspending services on these days providing that critical tasks must be performed as necessary. If there is an excessive mosquito hatch, spray operations will be extended to weekends and holidays, if necessary

3.9. Unsatisfactory Equipment and/or Services

The County shall notify the Contractor of any instances of unacceptable equipment or services. The Contractor shall promptly correct all deficiencies at no cost to the County, including all labor and materials, as applicable.

The County may suspend services until such deficiencies are corrected or, in the event of an emergency, obtain services from another provider. Repeated or continued unsatisfactory performance may result in corrective action, up to and including debarment.

3.10. Breach of Services & Penalties

The Contractor acknowledges that timely and effective performance of mosquito control services is essential to public health and safety. In the event of Contractor failure to perform in accordance with the Contract requirements, and where actual damages would be difficult to determine, the County may assess liquidated damages as set forth herein. The parties agree that such amounts represent a reasonable estimate of damages and are not a penalty.

Liquidated damages may be assessed as follows:

- $100 per day for each instance of a supervisory position filled by an individual who does not possess the required certification.
- $100 per occurrence for failure to initiate satisfactory resolution of citizen complaints within two (2) working days.

If the Contractor fails to provide the required Mosquito Control services for more than two (2) consecutive scheduled working days, excluding events caused by force majeure, the County may, at its sole discretion:

- Provide or procure substitute services from another provider;
- Recover all associated costs from the Contractor, including administrative and operational expenses; and
- Deduct such costs from amounts due to the Contractor under the Contract.

If the Contractor is unable to resume performance within three (3) days of such failure, the County may terminate the Contract for default and secure alternative service providers. The Contractor shall remain liable for all resulting costs incurred by the County.

The County may terminate the Contract upon written notice if the Contractor fails to cure any material breach within ten (10) calendar days of receipt of notice from the County.

In the event of insolvency, bankruptcy, or cessation of business operations by the Contractor, the County may immediately terminate the Contract and obtain services from an alternative provider without further obligation.

3.11. Term

The awarded Agreement shall remain in effect for a period of three (3) year from the Effective Date of the Agreement, with the County reserving the right and option to extend for an

additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Contractor.

3.12. Transferability of Contract

The awarded Contractor will be issued a contract, no assignment of the contract or any right accruing under the contract shall be made in whole or in part by the Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the liability of the Contractor.

3.13. Payment

The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.14. Damage to Public or Private Property

The Contractor shall be responsible for any damage to public or private property resulting from the performance of the Work, including damage caused by application activities, equipment operations, or installation activities, and shall repair or replace such property at its sole expense. All repairs or replacements shall be completed in a manner acceptable to the County and shall restore the property to its original condition, or better.

Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the Contractors invoice prior to a payment being made.

3.15. Compliance with Occupation Safety and Health Act

The Contractor warrants that the product, products, or services supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act

(OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and Contractor employee incidents.

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Contractor further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

3.16. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

3.17. Performance Evaluation

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

3.18. Cancellation of Contract

If the awarded Contractor fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

3.19. Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

ATTACHMENT B
PRICE TABLE

References will be evaluated based on their responsiveness, satisfaction with services, and the success of past projects.

Final_-_28.5_References.pdf

EQUIPMENT*
Contractor shall provide:

- List and description of equipment for routine mosquito control operations.
- Major equipment for special events, emergency response, and expanded Arboviral surveillance.

Final_-_28.6_Equipment.pdf

PRICE TABLES

MOSQUITO CONTROL SERVICES

Monthly Lump Sum Cost (to be provided 12 months/year)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Routine Services as detailed in the Scope	12	Months	$25,571.00	$306,852.00
TOTAL					$306,852.00

CREDIT FOR USE OF COUNTY FACILITY

County reserves the right to select this option if deemed in its best interest. The Contractor may elect No-Bid if County property will not be utilized.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
2	Credit for use of County Facilities	12	Months	$1,800.00	$21,600.00	
TOTAL					$21,600.00	

AS-NEEDED SERVICES

Line Item	Description	Unit of Measure	Unit Cost
6	Larviciding	Per Square Foot	$0.0015
5	Adult Mosquito Control (Truck-Mounted Spraying)	Per Mile	$29.75
3	Expanded Zika Suppression & Emergency Response	Per Day	$1,250.00

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and
Contractual Services

SUBJECT:
Approval of the Continuing Professional Services Agreements with the Firms listed below on an as-needed basis for categories (1) General Civil Engineering Services; (2) Environmental Services; (3) Transportation Planning and Traffic Engineering Services; (4) Planning and Study Services; (5) Landscape Architectural Services (6) Structural Civil Engineering Services; (8) Geotechnical Services.

1. Alpha Envirotech Consulting, Inc. (Cat. 2)
2. Baxter & Woodman, Inc. (Cat. 4)
3. CPH Consulting, LLC (Cat. 1, 3, 5)
4. ECS Florida, LLC (Cat. 8)
5. England-Thims & Miller, Inc. (Cat. 1, 3, 5)
6. GAI Consultants, Inc. (Cat. 1, 2, 3, 4, 5, 6)
7. Jones Edmunds & Associates, Inc. (Cat. 1)
8. Kimley-Horn and Associates, Inc. (Cat. 1, 2, 3, 4, 5, 6)
9. UES Professional Solutions, LLC (Cat. 8)
10. WGI, Inc. (Cat. 1, 2, 3, 4, 5, 6)

The Agreements are for a term of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each. Specific categories of services along with corresponding hourly rates are attached to the agreements.
Funding Sources:
Various

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The Agreements are a result of the award of RFQ 25/26-004, Professional Services, including Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning,

Landscape Architecture, Structural Engineering, Surveying, and Geotechnical Services. At the April 14th Board meeting, the firms were awarded under various categories, and staff was directed to begin contract negotiations.

Is Funding Required (Yes/No):
Yes

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

Funding Sources:
Various

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Contracts_Cont. Agreement - Alpha Envirotech	Cover Memo	6/4/2026	Continuing_Professional_Services-Categ._2-Alpha_Envirotechdsada.pdf
🗋	Contracts_Cont. Agreement - ECS	Cover Memo	6/4/2026	Continuing_Professional_Services-Categ._8-ECSdsada.pdf
🗋	Contracts_Cont. Agreement - Jones Edmunds	Cover Memo	6/4/2026	Continuing_Professional_Services-Categ._1-Jones_Edmunds.ADA_aw.pdf
🗋	Contracts_Cont. Agreement - UES	Cover Memo	6/4/2026	Continuing_Professional_Services-Categ._8-UESdsada.pdf
🗋	Contracts_Cont. Agreement - ETM	Cover Memo	6/4/2026	Continuing_Professional_Services-Categs._1_3_5-ETMdsada.pdf
🗋	Contracts_Cont. Agreement - Kimley Horn	Cover Memo	6/4/2026	Continuing_Professional_Services-Categs._1-6-Kimley-Horn.ADA_aw.pdf
🗋	Contracts_Cont. Agreement - WGI	Cover Memo	6/4/2026	Continuing_Professional_Services-Categs._1-6-WGIdsada.pdf
🗋	Contracts_Cont. Agreement - Baxter Woodman	Cover Memo	6/4/2026	Continuing_Professional_Services-Categ._4-Baxter-Woodman_dsada.pdf
🗋	Contracts_Cont. Agreement - CPH	Cover Memo	6/4/2026	Continuing_Professional_Services-Categs._1_3_5-CPHdsada.pdf
🗋	Contracts_Cont. Agreement - GAI	Cover Memo	6/4/2026	Continuing_Professional_Services-Categs._1-6-GAIdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	6/3/2026 - 12:28 PM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES

This Agreement for Continuing Professional Services for Environmental Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between Alpha Envirotech Consulting, Inc., a Florida Profit Corporation ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Category 2; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: Category 2 – Environmental Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 2 Hourly Rates. At the County's discretion, certain tasks may

instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection

with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibit 3, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise

provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this

Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
     $500,000 Disease Policy
     $100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

   The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the

right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the

County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

Alpha Envirotech Consulting, Inc.
8681 Ethans Glen Terrace
Jacksonville, FL 32256
Attention: Amy Fu, P.E.
Copy to: Project Manager via email at Amy.fu@aenvirotech.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ALPHA ENVIROTECH CONSULTING, INC.

By: _____
Amy Fu, P.E.
President

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 2
HOURLY RATES

FEE SUMMARY

PART I - GENERAL

1. Project:	2. Proposal No. / Contract No.
Category 2: Environmental Services	RFQ No. 25/26-004
3. Name of Consultant	**4. Date of Proposal**
Alpha Envirotech Consulting, Inc.	05/06/26

PART II - LABOR RELATED COSTS

5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal (Partner or Senior Officer)	$ 260.00		$ 0.00	0.00
Senior Environmental Planner / Engineer / Geologist / Scientist / Archaeologist	$ 220.00		$ 0.00	0.00
Environmental Planner III	$ 200.00		$ 0.00	0.00
Environmental Planner II	$ 175.00		$ 0.00	0.00
Environmental Planner I	$ 150.00		$ 0.00	0.00
Permitting Specialist	$ 200.00		$ 0.00	0.00
Environmental Scientist III	$ 200.00		$ 0.00	0.00
Environmental Scientist II	$ 175.00		$ 0.00	0.00
Environmental Scientist I	$ 150.00		$ 0.00	0.00
Ecologist / Wildlife Biologist	$ 200.00		$ 0.00	0.00
Wetland Scientist / Delineation Specialist	$ 200.00		$ 0.00	0.00
Arborist / Natural Resources Specialist	$ 220.00		$ 0.00	0.00
GIS Specialist	$ 150.00		$ 0.00	0.00
Drafter or CAD Operator	$ 150.00		$ 0.00	0.00
Administrative Assistant	$ 70.00		$ 0.00	0.00
TOTAL DIRECT LABOR	#DIV/0!	0		$ -

PART III - OTHER COSTS

6. Miscellaneous Direct Costs			
Transportation & Shipping	$0.725/mi	$ 0.00	
Other (Field Equipment)		$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL			$ -
7. SUBCONTRACTS (Lump Sum)			
		$ 0.00	
		$	
SUB-CONTRACT SUB-TOTAL			$ -
8. Reimbursable Expenses			
		$	
		$ 0.00	
REIMBURSABLE DIRECT COSTS SUB-TOTAL			$ -

PART IV - SUMMARY

7. TOTAL AMOUNT (Items 5,6,7, and 8)	**$ -**
11. CONTRACT AMOUNT	**$ -**

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GEOTECHNICAL SERVICES

This Agreement for Continuing Professional Services for Geotechnical Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between ECS Florida, LLC, a Foreign Limited Liability Company authorized to do business in Florida ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Category 8; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: Category 8 – Geotechnical Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 8 Hourly Rates. At the County's discretion, certain tasks may

instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection

with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibit 3, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise

provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this

Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
$500,000 Disease Policy
$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

   The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the

right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the

County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

ECS Florida, LLC
11554 Davis Creek Ct
Jacksonville, FL 32256
Attention: Becky Kiser
Email: bkiser@ecslimited.com
Copy to: David W. Spanger
Email: dspangler@ecslimited.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ECS FLORIDA, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

F:\Contract\Continuing Services\RFQ 2526-004\Continuing Professional Services-Categ. 8-ECS.docx

EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 8
HOURLY RATES

2026 FEE SCHEDULE

Geotechnical Exploration and Engineering Services

I.	FIELD EXPLORATION	Unit Rate
A.	Mobilization and Demobilization of ATV Drill Equipment, Local	$800.00/LS
B.	Mobilization and Demobilization of Truck Drill Equipment, Local	$675.00/LS
C.	Mobilization and Demobilization of Portable Equipment, Local	$1,000.00/LS
D.	Standard Penetration Test Borings (ASTM D 1586) (0-50')	$ 20.75/LF
E.	Standard Penetration Test Borings (ASTM D 1586) (51-75')	$ 23.75/LF
F.	Standard Penetration Test Borings (ASTM D 1586) (76-100')	$ 27.00/LF
G.	Tripod/Portable Standard Penetration Test Borings (ASTM D 1586) (0-50')	$ 36.25/LF
H.	Auger Borings (ASTM D 1452) (0-50')	$ 18.00/LF
I.	Auger Borings (ASTM D 1452) (51-100')	$ 22.00/LF
J.	Hand Auger Borings (ASTM D 1452)	$ 18.00/LF
K.	Undisturbed Sample (0-50')	$175.00/EA
L.	Undisturbed Sample (51-100')	$220.00/EA
M.	Borehole Grouting (0-50')	$ 6.75/LF
N.	Borehole Grouting (51-75')	$ 7.25/LF
O.	Borehole Grouting (76-100')	$ 8.00/LF
P.	Piezometer Installation	$ 16.00/LF
Q.	Field Permeability Test	$625.00/EA
R.	Double Ring Infiltrometer Test	$650.00/EA
S.	Test Pit Exploration	$150.00/HR
T.	Boring Layout	$150.00/HR
U.	Difficult Moving	$200.00/HR
V.	Utility Coordination	$150.00/HR

II. LABORATORY TESTING

A. Natural Moisture Content (ASTM D 2216) ..... $ 10.00/EA
B. Percent Fines Content (ASTM D 1140) ..... $ 38.00/EA
C. Grain Size Distribution ..... $ 60.00/EA
D. Percent Organic Material Content (ASTM 2974) .....$ 35.00/EA
E. Atterberg Limits (Liquid Limits and Plastic Limits, ASTM D 4318)..... $110.00/EA
F. Consolidation Test $1,200.00/EA
G. Perm Constant Head (sandy soil)..... $500.00/EA
H. Perm Constant Head (clayey soil) $500.00/EA
I. Perm Falling Head $500.00/EA
J. Unconfined Compression Test ..... $ 25.00/EA
K. Specific Gravity..... $ 56.00/EA
L. Corrosion Testing..... $170.50/EA

III. ENGINEERING SERVICES

A. Staff Engineer $150.00/HR
B. Project Engineer $170.00/HR
C. Senior Engineer, P.E.....$210.00/HR
D. Chief Engineer, P.E..... $240.00/HR
E. Administrative ..... $ 75.00/HR
F. Drafting/CADD $110.00/HR

NOTE: This Fee Schedule lists typical geotechnical services provided for most projects and should be used for budgeting purposes only. Additional services can be quoted upon request. Please contact a geotechnical engineering professional at ECS Florida to discuss a specific scope-of-work for your project so that a fee proposal can be prepared.

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR CIVIL ENGINEERING SERVICES

This Agreement for Continuing Professional Services for Civil Engineering Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between Jones Edmunds & Associates, Inc., a Florida Profit Corporation ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Category 1; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: Category 1 – General Civil Engineering Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 1 Hourly Rates. At the County's discretion, certain tasks may

instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection

with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibit 3, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise

provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this

Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
     $500,000 Disease Policy
     $100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

   The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the

right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the

County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

Jones Edmunds & Associates, Inc.
13545 Progress Blvd., Suite 100
Alachua, FL 32615
Attention: Stanley F. Ferreira, Jr., PE,
President & CEO
rferreira@jonesedmunds.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

JONES EDMUNDS & ASSOCIATES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 1
HOURLY RATES

RFQ 25/26-004

Professional Services

Category 1: General Civil Engineering Services

Labor Category	Hourly Rate
Principal Engineer	$ 350
Project Officer	$ 325
Chief Engineer/Chief Scientist	$ 310
Senior Project Manager	$ 290
Senior Engineer	$ 290
Project Manager/Project Engineer/Senior Scientist	$ 235
Systems Analyst	$ 235
Senior Construction Administrator	$ 235
Senior Technical Editor	$ 180
Engineer/Project Scientist	$ 180
Senior CADD Designer/Senior GIS Analyst/Specialist	$ 180
Construction Administrator	$ 180
Engineer Intern/Scientist	$ 160
CADD Designer/GIS Analyst/Designer	$ 160
Senior Field Representative Construction	$ 160
Associate Scientist	$ 145
Senior CADD Technician	$ 145
Senior Field Technician Environmental	$ 145
Field Representative Construction	$ 145
CADD Technician/GIS Technician	$ 130
Environmental Data Analyst	$ 130
Field Technician Environmental	$ 130
Construction Project Coordinator	$ 130
Senior Administrative Assistant	$ 130
Administrative Assistant	$ 100

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR GEOTECHNICAL SERVICES

This Agreement for Continuing Professional Services for Geotechnical Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between UES Professional Solutions, LLC, a Florida Limited Liability Company ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Category 8; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: Category 8 – Geotechnical Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 8 Hourly Rates. At the County's discretion, certain tasks may

instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection

with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibit 3, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise

provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this

Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
$500,000 Disease Policy
$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

   The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the

right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the

County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

UES Professional Solutions, LLC
5561 Florida Mining Boulevard South
Jacksonville, Florida 32257
Attention: Stephen R. Weaver, P.E.
Email: sweaver@teamues.com
Attention: Rick G. Kushner
Email: rkushner@teamues.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

UES PROFESSIONAL SOLUTIONS, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.

2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 8
HOURLY RATES

Firm: **UES Professional Solutions. LLC** Date: June 2, 2023
Clay County Geotechnical Services RFQ No. 25/26-004

Employee	**Requested Billing Rate**	
Principal Engineer	$	250.00
Senior Engineer, P.E.	$	200.00
Project Engineer, P.E.	$	150.00
Staff Engineer	$	100.00
Senior Technician	$	85.00
Engineering Technician	$	75.00
Word Processing	$	70.00
CAD Technician	$	90.00

CLAY COUNTY CONTINUING CONTRACT

FOR GEOTECHNICAL SERVICES

RFQ No. 25/26-004

UES Professional Solutions, LLC

Professional Engineering Consultant Services

GEOTECHNICAL FIELD INVESTIGATION	
1. Preliminary Site Reconnaissance and Utility Location/Coordination……	$ 100.00/hour
2. Premium drilling rates for work performed prior to 6:00 a.m., after 7:00 p.m., weekends, holidays, hours in excess of 40 hours/week or when specialized barge or bombardier equipment is used	Standard Rate x 1.5 (barge rates quoted per project)
3. Mobilization/demobilization of truck mounted equipment ……	$ 750.00/each
4. Mobilization/demobilization for All-Terrain Vehicle (ATV) ……	$ 800.00/each
5. Standby Time – for circumstances beyond control of drilling crew ……	$ 250.00/hour
6. Site Clearing for Drill Rig Access	
A. Mobilization ……	$ 650.00
B. Clearing ……	$ 2,000.00/day
SUBSURFACE SOIL INVESTIGATIONS	
1. Soil Borings	
A. Shallow Manual or Power Auger Borings ……	$ 14.00/foot
B. Standard Penetration Test ……	
Borings in Soil:	
0 - 50’ Depths ……	$ 18.50/foot
50 - 75’ Depths ……	$ 19.50/foot
75 – 100’ Depths ……	$ 22.00/foot
100 - 150’ Depths ……	$ 27.00/foot
C. Seal Bore Holes with Cement/Bentonite (Grout)	
0 - 50’ Depths ……	$ 6.50/foot
50 - 100’ Depths ……	$ 7.50/foot
100 - 150’ Depths ……	$ 8.50/foot
D. Install Temporary Casing	
0 – 50’ Depths ……	$ 11.00/foot
50 – 100’ Depths ……	$ 13.00/foot
100 – 150’ Depths ……	$ 15.00/foot

2. Grouted Piezometers (2' Diameter)	
0 – 25' Depths	$ 14.00/foot
25 – 50' Depths	$ 15.00/foot
50 – 75' Depths	$ 16.00/foot
75 – 100' Depths	$ 18.00/foot
3. Muck Survey (2 man party)	$ 250.00/hour
4. Extra Split Spoon Samples	
0 – 50' Depth	$ 35.00/hour
5. Undistributed (Shelby) Samples	
0 – 50' Depths	$ 125.00/each
50 – 100 Depths	$ 135.00/each
6. Collection of Shallow Depth Vertical or Horizontal Permeability Samples	$ 100.00/each
7. Field Bore Hole Permeability	
0 – 50 Depths	$ 550.00/each
8. Pavement Cores	
A. Mobilization/Demobilization.....	$ 250.00/each
B. Double Ring Infiltrometer Tests	$ 700.00/each
C. Cores (includes patching limerock thickness)	$ 60.00/core
SOIL AND EARTHWORK TESTING	
Field Technician	$ 75.00/hour
In-Place Field Density Test (Drive Sleeve or Nuclear)	$ 19.00/each
Sand Cone Field Density Test	$ 50.00/each
Modified Proctor Test	$ 115.00/each
Standard Proctor Test	$ 125.00/each
Limerock Bearing Ratio Test (LBR)	$ 275.00/each
Moisture Content Test	$ 10.00/each
Atterberg Limits	$ 105.00/each
Organic Content Test.....	$ 40.00/each
Fine Aggregate Grain Size Analysis (includes Wash #200)	$ 70.00/each
Coarse Aggregate Grain Size Analysis	$ 70.00/each
Coarse Aggregate Grain Size Analysis (includes Wash #200).....	$ 115.00/each
Soil Class (includes -200 wash, grain size analysis, organics and atterberg).....	$ 195.00/each
Fine aggregate/soil wash #200 analysis	$ 25.00/each
CONCRETE AND MASONRY TESTING	
Field Technician.....	$ 75.00/hour$
Concrete/Grout Sampling (Includes Sampling up to 5 Specimens, Storage at UES Laboratory)	$100.00/each
Casting of Additional Specimens.....	$ 20.00/each
Slump.....	$ 10.00/each
Air Content or Unit Weight.....	$ 20.00/each
Compressive Strength Test of Cylinders FOB Laboratory.....	$ 25.00/each
Concrete Coring Mobilization	$ 150.00/day
Obtaining Concrete Core.....	$ 50.00/each
Patching Concrete Core Hole.....	$ 10.00/each
Compressive Strength Testing of Concrete Core	$ 40.00/each
Concrete Floor Profile (FF/FL) (Per 10,000 sq ft).....	$ 1,100.00/each
Concrete Moisture Emissions (calcium chloride)	$ 135.00/each

ASPHALT TESTING	$ 210.00/each
Extraction/Gradation	$ 35.00/each
Density of Thickness of Asphalt Core	$ 150.00/day
Asphalt Coring Mobilization	$ 30.00/each
Obtaining Asphalt Core	$ 5.00/each
Patching Asphalt Core Hole	
INSPECTION SERVICES	
Senior Engineering Technician	$ 65.00/hour
Asphalt Technician.....	$ 75.00/hour
Structural Steel and Welding Inspection (Visual) (Minimum of 4 Hours Per Trip)	$ 125.00/hour
Certified Welding Inspector (CWI) (Minimum of 4 Hours Per Trip).....	$ 125.00/hour
Fireproof Inspection (Thickness and Adhesion/Cohesion Testing)	$ 85.00/hour
Fireproof Inspection (Density and Moisture)	$ 65.00/each
Storm Water Pollution Prevention Plan (SWPPP) Services	
Preparation of SWPPP	$ 2,000.00/each
SWPPP Monitoring	$ 300.00/visit

NOTES

1. Professional Engineer Review Time will be charged accordingly on a per report basis
2. Professional Consultations and meetings will be invoiced at our standard unit rates for the labor category of the individual attending
3. Cancellation without notice and standby time will be invoiced at our standard rates
4. All laboratory pricing is FOB Jacksonville Laboratory. There will be an additional charge of $75.00 for trips made to the jobsite for the sole purpose of picking up samples
5. Structural Steel / Visual Weld Inspector will be invoiced at a minimum of 4 hours per trip
6. Post Tension Elongation Inspector will be invoiced at a minimum of 4 hours per trip
7. Final Conformance Package are available upon request and will be invoiced at 2.5% of the project total
8. Building Pad Certification Letters are available upon request and will be invoiced at $750.00 per letter

All testing and inspection services will be performed on a will-call basis. A minimum notice of 24-hours would be appreciated in order to properly schedule services. UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services on the project or any resulting damage.

Final Conformance Letters are available upon request at the Professional Engineer's hourly rate for project review. Unit fees include one PDF emailed copy of the field and laboratory test reports. Please be sure to include the appropriate email address on the Work Authorization form. Additional copies can be provided at the Technical Secretary's hourly rate, as listed on the attached unit fee schedule.

FOR ADDITIONAL SERVICES NOT LISTED ON THIS FEE SCHEDULE, PLEASE CONTACT STEVE WEAVER AT OUR JACKSONVILLE OFFICE AT (904) 296-0757, SWEAVER@TEAMUES.COM.

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, TRANSPORTATION, TRAFFIC ENGINEERING, AND LANDSCAPE ARCHITECTURAL SERVICES

This Agreement for Continuing Professional Services for Civil Engineering, Transportation, Traffic Engineering, and Landscape Architectural Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between England, Thims & Miller, Inc., a Florida Profit Corporation ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Categories 1, 3, and 5; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: (1) Category 1 – General Civil Engineering Services; (2) Category 3 – Transportation Planning and Traffic Engineering Services; and (3) Category 5 – Landscape Architectural Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the

County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 1 Hourly Rates; **Exhibit 4** – Category 3 Hourly Rates; and **Exhibit 5** – Category 5 Hourly Rates. At the County's discretion, certain tasks may instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws,

rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are

included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibits 3, 4, and/or 5, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the

Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such

determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
$500,000 Disease Policy
$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the

responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County.

Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

England, Thims & Miller, Inc.
1411 Edgewater Drive
Suite 200
Orlando, FL 32804
Attention: Matthew S. Maggiore
Executive Vice President
Email: MaggioreM@etminc.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ENGLAND, THIMS & MILLER, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 1
HOURLY RATES

England-Thims & Miller, Inc.
Clay County RFQ No. 25/26-004
Category 1: General Civil Engineering Services

Staff Classification	Unloaded Rate	Home Office Overhead 224.3800%	Facilities Capital Cost of Money 1.1830%	Home office Direct Expense 3.5200%	Operating Margin 10.0000%	Total Loaded Rate
Senior Project Manager	$78.25	$175.58	$0.93	$2.75	$7.83	**$265.33**
Principal Engineer	$105.77	$237.33	$1.25	$3.72	$10.58	**$358.65**
Project Manager	$68.33	$153.32	$0.81	$2.41	$6.83	**$231.70**
Senior Engineer	$65.05	$145.96	$0.77	$2.29	$6.51	**$220.57**
Engineer	$57.82	$129.74	$0.68	$2.04	$5.78	**$196.06**
Cadd Technician	$33.38	$74.90	$0.39	$1.17	$3.34	**$113.19**
Admin. Assistant	$34.98	$78.49	$0.41	$1.23	$3.50	**$118.61**
Construction Admin.	$62.40	$140.01	$0.74	$2.20	$6.24	**$211.59**
Engineer Intern	$37.63	$84.43	$0.45	$1.32	$3.76	**$127.60**
Senior Designer	$50.00	$112.19	$0.59	$1.76	$5.00	**$169.54**
Senior Traffic Engineer	$61.66	$138.35	$0.73	$2.17	$6.17	**$209.08**
Planner III	$67.02	$150.38	$0.79	$2.36	$6.70	**$227.25**

EXHIBIT 4

CATEGORY 3
HOURLY RATES

England-Thims & Miller, Inc.
Clay County RFQ No. 25/26-004
Category 3: Transportation Planning and Traffic Engineering Services

Staff Classification	Unloaded Rate	Home Office Overhead 224.3800%	Facilities Capital Cost of Money 1.1830%	Home office Direct Expense 3.5200%	Operating Margin 10.0000%	Total Loaded Rate
Principal Planner	$55.29	$124.06	$0.65	$1.95	$5.53	**$187.48**
Senior Planner	$72.12	$161.82	$0.85	$2.54	$7.21	**$244.55**
Planner I	$39.66	$88.99	$0.47	$1.40	$3.97	**$134.48**
Planner II	$55.29	$124.06	$0.65	$1.95	$5.53	**$187.48**
Planner III	$67.02	$150.38	$0.79	$2.36	$6.70	**$227.25**
Admin. Asst.	$34.99	$78.51	$0.41	$1.23	$3.50	**$118.65**
Cadd Tech	$33.38	$74.90	$0.39	$1.17	$3.34	**$113.19**
Project Manager	$79.62	$178.65	$0.94	$2.80	$7.96	**$269.98**
Principal Engineer	$105.77	$237.33	$1.25	$3.72	$10.58	**$358.65**
Senior Traffic Engineer	$70.00	$157.07	$0.83	$2.46	$7.00	**$237.36**
Engineer	$57.82	$129.74	$0.68	$2.04	$5.78	**$196.06**
Engineer Intern	$36.52	$81.94	$0.43	$1.29	$3.65	**$123.83**
Sr. Traffic Signal Specialist	$59.71	$133.98	$0.71	$2.10	$5.97	**$202.47**
Traffic Signal Specialist	$41.59	$93.32	$0.49	$1.46	$4.16	**$141.02**
Senior Designer	$50.00	$112.19	$0.59	$1.76	$5.00	**$169.54**
Construction Admin.	$62.40	$140.01	$0.74	$2.20	$6.24	**$211.59**

EXHIBIT 5

CATEGORY 5
HOURLY RATES

England-Thims & Miller, Inc.

Clay County RFQ No. 25/26-004

Category 5: Landscape Architectural Services

Staff Classification	Unloaded Rate	Home Office Overhead 224.3800%	Facilities Capital Cost of Money 1.1830%	Home Office Direct Expense 3.5200%	Operating Margin 10.0000%	Total Loaded Rate
Principal-in-Charge	$86.54	$194.18	$1.02	$3.05	$8.65	**$293.4**
Senior Project Manager	$67.31	$151.03	$0.80	$2.37	$6.73	**$228.2**
Project Manager	$66.83	$149.95	$0.79	$2.35	$6.68	**$226.6**
Senior Landscape Architect	$66.59	$149.41	$0.79	$2.34	$6.66	**$225.7**
Landscape Architect	$48.80	$109.49	$0.58	$1.72	$4.88	**$165.4**
Landscape Designer III	$48.80	$109.49	$0.58	$1.72	$4.88	**$165.4**
Landscape Designer II	$42.07	$94.39	$0.50	$1.48	$4.21	**$142.6**
Landscape Designer I	$34.25	$76.86	$0.41	$1.21	$3.43	**$116.1**
Technician	$32.69	$73.36	$0.39	$1.15	$3.27	**$110.8**
Administrative Assistant	$31.25	$70.12	$0.37	$1.10	$3.13	**$105.9**

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE ARCHITECTURAL, AND STRUCTURAL ENGINEERING SERVICES

This Agreement for Continuing Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape Architectural, and Structural Engineering Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between Kimley-Horn and Associates, Inc., a Foreign Profit Corporation authorized to do business in Florida ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Categories 1 through 6; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: (1) Category 1 – General Civil Engineering Services; (2) Category 2 – Environmental Services; (3) Category 3 – Transportation Planning and Traffic Engineering Services; (4) Category 4 – Planning and Study Services; (5) Category 5 – Landscape Architectural Services; and (6) Category 6 – Structural Civil Engineering Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Categories 1–6 Hourly Rates. At the County's discretion, certain tasks may instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of

Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are

included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibit 3, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the

Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such

determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
$500,000 Disease Policy
$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the

responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation to the extent Consultant failed to meet the professional standard of care. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

Kimley-Horn and Associates, Inc.
200 South Orange Avenue
Suite 600
Orlando, FL 32801
Attention: Mark Shelton
Email: Mark.Shelton@kimley-horn.com
Attention: Terry Shaw
Email: Terry.Shaw@kimley-horn.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.

2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORIES 1 - 6
HOURLY RATES

Clay County Board of County Commissioners | RFQ #25/26-004

Kimley-Horn and Associates, Inc
Loaded Hourly Rate Schedule

Category 1: General Civil Engineering

Senior Project Manager	$356.14
Principal Engineer	$380.02
Project Manager	$193.34
Sr. Engineer	$285.73
Engineer	$190.99
CADD Technician	$151.19
Administrative Assistant	$147.94

Category 2: Environmental Services

Senior Environmental Planner	$232.59
Environmental Planner I	$167.19
Environmental Planner II	$210.48
Environmental Planner III	$266.04
Permitting Specialist	$155.92
Environmental Scientist I	$167.19
Environmental Scientist II	$210.48
Environmental Scientist III	$266.04
Ecologist / Wildlife Biologist	$256.98
Wetland Scientist / Delineation Specialist	$291.05
Arborist / Natural Resources Specialist	$159.66
Administrative Assistant	$147.94

Category 3: Transportation Planning and Engineering

Principal Planner	$350.48
Senior Planner	$296.51
Planner I	$162.90
Planner II	$212.55
Planner III	$260.37
Administrative Assistant	$147.94
CADD Technician	$151.19

Category 4: Planning

Principal Planner	$350.48
Senior Planner	$296.51
Planner I	$162.90
Planner II	$212.55
Planner III	$260.37
Urban Planner / Community Planner	$260.37
Land Use Planner / Zoning Specialist	$212.55
Economic Development Specialist	$248.69
Administrative Assistant	$147.94

Clay County Board of County Commissioners | RFQ #25/26-004

Kimley-Horn and Associates, Inc
Loaded Hourly Rate Schedule

Category 5: Landscape Architecture

Senior Project Manager	$356.14
Project Manager	$193.34
Landscape Designer I	$173.58
Landscape Designer II	$235.15
Landscape Designer III	$304.39
CADD Technician	$151.19
Administrative Assistant	$147.94

Category 6: Structural Engineering

Senior Project Manager	$356.14
Structural Engineer I	$182.04
Structural Engineer II	$234.94
Structural Engineer III	$280.82
Bridge Engineer	$234.94
Project Manager	$193.34
CADD Technician	$151.19
Administrative Assistant	$147.94

Additional Classifications

Chief CADD Designer	$246.17
Chief Engineer	$352.89
Chief Landscape Designer	$354.69
Chief Structural Engineer	$360.18
Engineer II	$236.94
Engineering Intern	$159.79
Engineering Technician	$152.99
GIS Professional	$205.92
Landscape Architect Intern	$146.04
Senior CADD Designer	$193.00
Senior Engineer II	$302.42
Senior Engineering Technician	$200.67

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE ARCHITECTURAL, AND STRUCTURAL ENGINEERING SERVICES

This Agreement for Continuing Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape Architectural, and Structural Engineering Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between WGI, Inc., a Florida Profit Corporation ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Categories 1 through 6; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: (1) Category 1 – General Civil Engineering Services; (2) Category 2 – Environmental Services; (3) Category 3 – Transportation Planning and Traffic Engineering Services; (4) Category 4 – Planning and Study Services; (5) Category 5 – Landscape Architectural Services; and (6) Category 6 – Structural Civil Engineering Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 1 Hourly Rates; **Exhibit 4** – Category 2 Hourly Rates; **Exhibit 5** – Category 3 Hourly Rates; **Exhibit 6** – Category 4 Hourly Rates; **Exhibit 7** – Category 5 Hourly Rates; and **Exhibit 8** – Category 6 Hourly Rates. At the County's discretion, certain tasks may instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but

not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are

included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibits 3, 4, 5, 6, 7, and/or 8, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the

Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such

determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
$500,000 Disease Policy
$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the

responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County.

Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

WGI, Inc.
4729 US Highway 17, Suite 203
Orange Park, FL 32003
Attention: Walter Kloss, P.E.
Email: walter.kloss@wginc.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

WGI, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

F:\Contract\Continuing Services\RFQ 2526-004\Continuing Professional Services-Categs. 1-6-WGI.docx

EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 1
HOURLY RATES

May 28, 2026

Clay County Purchasing

Attn: Jessica Loos
Senior Purchasing Officer
P.O. Box 1366
Green Cove Springs, FL 32043
jessica.loos@claycountygov.com

Re: Negotiations with Clay County for RFQ No. 25/26-004: Category 1 – General Civil Engineering Services

Dear Ms. Loos

WGI, Inc. (WGI) is pleased to provide our proposed loaded hourly rate table for RFQ no. 25/26-004 Category 1 – General Civil Engineering Services.

Respectfully submitted,
WGI, Inc.

Josh Mattox PE,
Senior Project Manager

Clay County GEC RFQ No. 25/26-004
Category 1 General Civil Engineering Services

Role	25/26 Loaded Rate
Principal Engineer	$ 335.00
Chief Engineer	$ 360.00
Senior Project Manager	$ 320.00
Project Manager	$ 250.00
Senior Engineer 2	$ 295.00
Senior Engineer 1	$ 260.00
Engineer 2	$ 230.00
Engineer 1	$ 210.00
Senior Engineer Intern	$ 160.00
Engineer Intern	$ 145.00
Intern	$ 85.00
Chief Designer	$ 200.00
Senior Designer	$ 170.00
Designer	$ 140.00
Field Engineer	$ 210.00
BIM Designer	$ 100.00
Administrative Assistant	$ 130.00
Expert Witness	$ 455.00
GIS Technician	$ 120.00
Chief Utility Coordinator	$ 275.00
Senior Utility Coordinator	$ 215.00
Utility Coordinator	$ 170.00

EXHIBIT 4

CATEGORY 2
HOURLY RATES

May 5, 2026

Clay County Purchasing

Attn: Jessica Loos
Senior Purchasing Officer
P.O. Box 1366
Green Cove Springs, FL 32043
jessica.loos@claycountygov.com

Re: Negotiations with Clay County for RFQ No. 25/26-004: Category 2 – Environmental Services

Dear Ms. Loos

WGI, Inc. (WGI) is pleased to provide our proposed loaded hourly rate table for RFQ no. 25/26-004 Category 2 – Environmental Services.

Respectfully submitted,
WGI, Inc.



Rick Harman, CEP, PWS
Director, Environmental Services

Clay County GEC RFQ No. 25/26-004
Category 2 Environmental Services

Role	25/26 Loaded Rate
Expert Witness	455.00
Project Manager	$ 260.00
Professional Geologist	$ 240.00
Senior Engineer	$ 260.00
Engineer	$ 210.00
Senior Environmental Planner	$ 240.00
Environmental Planner III	$ 215.00
Environmental Planner II	$ 180.00
Environmental Planner I	$ 145.00
Permitting Specialist	$ 180.00
Principal Environmental Scientist	$ 280.00
Environmental Scientist III	$ 215.00
Environmental Scientist II	$ 180.00
Environmental Scientist I	$ 145.00
Ecologist/Wildlife Biologist	$ 180.00
Arborist/Natural Resources Specialist	$ 180.00
Wetland Scientist/Delineation Specialist	$ 215.00
Adminstrative Assistant	$ 130.00

EXHIBIT 5

CATEGORY 3
HOURLY RATES

May 28, 2026

Clay County Purchasing

Attn: Jessica Loos
Senior Purchasing Officer
P.O. Box 1366
Green Cove Springs, FL 32043
jessica.loos@claycountygov.com

Re: Negotiations with Clay County for RFQ No. 25/26-004: Category 3 – Transportation Planning Engineering Services

Dear Ms. Loos

WGI, Inc. (WGI) is pleased to provide our proposed loaded hourly rate table for RFQ no. 25/26-004 Category 3 – Transportation Planning Engineering Services

Respectfully submitted,
WGI, Inc.

Josh Mattox PE,
Senior Project Manager

Clay County GEC RFQ No. 25/26-004
Category 3 Transportation Planning Engineering Services

Role	25/26 Loaded Rate
Principal Engineer	$ 335.00
Chief Engineer	$ 360.00
Senior Project Manager	$ 320.00
Project Manager	$ 250.00
Senior Engineer 2	$ 295.00
Senior Engineer 1	$ 260.00
Engineer 2	$ 230.00
Engineer 1	$ 210.00
Senior Engineer Intern	$ 160.00
Engineer Intern	$ 145.00
Chief Designer	$ 200.00
Senior Designer	$ 170.00
Designer	$ 140.00
Field Engineer	$ 210.00
	$
BIM Designer	$ 100.00
Administrative Assistant	$ 130.00
Expert Witness	$ 455.00
GIS Technician	$ 120.00
Chief Utility Coordinator	$ 275.00
Senior Utility Coordinator	$ 215.00
Utility Coordinator	$ 170.00
Senior Utility Coordinator	$ 215.00
Senior Planner	$ 280.00
Planner III	$ 225.00
Planner II	$ 160.00
Planner I	$ 120.00
CADD Technician	$ 140.00

EXHIBIT 6

CATEGORY 4
HOURLY RATES

May 5, 2026

Clay County Purchasing

Attn: Jessica Loos
Senior Purchasing Officer
P.O. Box 1366
Green Cove Springs, FL 32043
jessica.loos@claycountygov.com

Re: Negotiations with Clay County for RFQ No. 25/26-004: Category 4 – Planning and Study Services

Dear Ms. Loos

WGI, Inc. (WGI) is pleased to provide our proposed loaded hourly rate table for RFQ no. 25/26-004 Category 4 – Planning and Study Services.

Respectfully submitted,
WGI, Inc.

Jerrod Purser, PLA
Senior Project Manager

Clay County GEC RFQ No. 25/26-004
Category 4 Planning and Study Services

Role	25/26 Loaded Rate
Expert Witness	$ 455.00
Principal Planner	$ 340.00
Senior Planner	$ 280.00
Planner III	$ 225.00
Planner II	$ 160.00
Planner I	$ 120.00
Urban Planner/Community Planner	$ 160.00
Land Use Planner/Zoning Specialist	$ 160.00
Senior Project Manager	$ 215.00
Project Manager	$ 190.00
Chief Designer	$ 200.00
Senior Designer	$ 170.00
Designer	$ 140.00
GIS Technician	$ 120.00
Administrative Assistant	$ 130.00
Intern	$ 85.00

EXHIBIT 7

CATEGORY 5
HOURLY RATES

May 28, 2026

Clay County Purchasing

Attn: Jessica Loos
Senior Purchasing Officer
P.O. Box 1366
Green Cove Springs, FL 32043
jessica.loos@claycountygov.com

Re: Negotiations with Clay County for RFQ No. 25/26-004: Category 5 – General Landscape Architectural Services

Dear Ms. Loos

WGI, Inc. (WGI) is pleased to provide our proposed loaded hourly rate table for RFQ no. 25/26-004 Category 5 – General Landscape Architectural Services

Respectfully submitted,
WGI, Inc.

Corey Kissell Wong, PLA
Senior Project Manager

Clay County GEC RFQ No. 25/26-004
Category 5 Landscape Architecture Services

Role	25/26 Loaded Rate
Chief Landscape Architect	$ 300.00
Principal Landscape Architect	$ 280.00
Senior Project Manager	$ 225.00
Project Manager	$ 190.00
Senior Landscape Architect	$ 235.00
Landscape Architect	$ 200.00
Senior Designer	$ 160.00
Designer	$ 120.00
Entry Level Designer	$ 110.00
Intern	$ 85.00
Expert Witness	$ 455.00
Administrative Assistant	$ 130.00
Principal Architect	$ 320.00
Senior Architect	$ 270.00
Project Architect	$ 215.00
Architect	$ 180.00
Senior Graduate Architect	$ 160.00
Graduate Architect	$ 130.00
Arborist/Natural Resources Specialist	$ 180.00
Wetland Scientist/Delineation Specialist	$ 215.00
Chief Utility Coordinator	$ 275.00
Senior Utility Coordinator	$ 215.00
Utility Coordinator	$ 170.00
Senior Engineer	$ 260.00
Engineer	$ 210.00
Engineer 2	$ 230.00
Engineer 1	$ 210.00

EXHIBIT 8

CATEGORY 6
HOURLY RATES

May 5, 2026

Clay County Purchasing

Attn: Jessica Loos
Senior Purchasing Officer
P.O. Box 1366
Green Cove Springs, FL 32043
jessica.loos@claycountygov.com

Re: Negotiations with Clay County for RFQ No. 25/26-004: Category 6 – Structural Civil Engineering Services.

Dear Ms. Loos

WGI, Inc. (WGI) is pleased to provide our proposed loaded hourly rate table for RFQ no. 25/26-004 Category 6 – Structural Civil Engineering Services.

Respectfully submitted,
WGI, Inc.

Carlos Campos, PE,
Senior Project Manager

Clay County GEC RFQ No. 25/26-004
Category 6 Structural Civil Engineering Services

Role	25/26 Loaded Rate
Principal Engineer	$ 335.00
Chief Engineer	$ 360.00
Senior Project Manager	$ 320.00
Project Manager	$ 250.00
Senior Engineer 2	$ 295.00
Senior Engineer 1	$ 260.00
Engineer 2	$ 230.00
Engineer 1	$ 210.00
Senior Engineer Intern	$ 160.00
Engineer Intern	$ 145.00
Intern	$ 85.00
Chief Designer	$ 200.00
Senior Designer	$ 170.00
Designer	$ 140.00
Field Engineer	$ 210.00
Field Inspector	$ 155.00
BIM Designer	$ 100.00
Administrative Assistant	$ 130.00
Expert Witness	$ 455.00
GIS Technician	$ 120.00
Chief Utility Coordinator	$ 275.00
Senior Utility Coordinator	$ 215.00
Utility Coordinator	$ 170.00

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR PLANNING AND STUDY SERVICES

This Agreement for Continuing Professional Services for Planning and Study Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between Baxter & Woodman, Inc. ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Category 4; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: Category 4 – Planning and Study Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service. The Consultant will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as

follows: **Exhibit 3** – Category 4 Hourly Rates. At the County's discretion, certain tasks may instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services in a manner consistent with the level of care, skill, and diligence exercised by other recognized professional Consultants performing Services of a scope, purpose, or magnitude comparable with the nature of the Services to be provided under this Agreement at the time the Services are performed. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and apply the appropriate standard of care to comply with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the

County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in

accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibit 3, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise

provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this

Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
$500,000 Disease Policy
$100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

   The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the

right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the

County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

Baxter & Woodman, Inc.
405 Golfway West Drive, Suite 106
St. Augustine, FL 32095
Attention: Laura Mahoney
Email: lmahoney@baxterwoodman.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

BAXTER & WOODMAN, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 4
HOURLY RATES

BAXTER & WOODMAN, INC.
2026 HOURLY BILLING RATES FOR PROFESSIONAL SERVICES
FOR CLAY COUNTY, FL

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES
Executive Vice President	$285
Vice President	$275
Construction Manager II	$225
Construction Manager I	$180
Spatial Technology Professional V	$210
Spatial Technology Professional IV	$200
Spatial Technology Professional III	$175
Spatial Technology Professional II	$150
Spatial Technology Professional I	$130
Production Manager	$195
CADD Tech III	$165
CADD Tech II	$140
CADD Tech I	$115
Urban Planner V	$220
Urban Planner IV	$190
Urban Planner III	$170
Urban Planner II	$150
Urban Planner I	$130
Administrative Support I to V	$110
Marketing Professional I to IV	$150
Communication Specialist I to IV	$150
Accounting Professional I to IV	$140
IT Professional I to III	$185
Data Analyst I to III	$160

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, TRANSPORTATION, TRAFFIC ENGINEERING, AND LANDSCAPE ARCHITECTURAL SERVICES

This Agreement for Continuing Professional Services for Civil Engineering, Transportation, Traffic Engineering, and Landscape Architectural Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between CPH Consulting, LLC, a Foreign Limited Liability Company authorized to do business in Florida ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Categories 1, 3, and 5; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: (1) Category 1 – General Civil Engineering Services; (2) Category 3 – Transportation Planning and Traffic Engineering Services; and (3) Category 5 – Landscape Architectural Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the

County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 1 Hourly Rates; **Exhibit 4** – Category 3 Hourly Rates; and **Exhibit 5** – Category 5 Hourly Rates. At the County's discretion, certain tasks may instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws,

rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are

included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibits 3, 4, and/or 5, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the

Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such

determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
     $500,000 Disease Policy
     $100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the

responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County.

Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

CPH Consulting, LLC
500 West Fulton Street
Sanford, FL 32771
Attention: John Lenti, Program Manager
Email: jlenti@cphcorp.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CPH CONSULTING, LLC

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 1
HOURLY RATES

Category	Rate
Project Manager I	$215
Project Manager II	$245
Project Manager III	$270
Project Manager IV	$295
Project Manager V	$310
Engineer I	$205
Engineer II	$230
Engineer III	$240
Engineer IV	$265
Engineer V	$285
Designer I	$160
Designer II	$175
Designer III	$200
Designer IV	$215
Designer V	$235
CADD I	$120
CADD II	$135
Coordinator I	$155
Coordinator II	$175
Coordinator III	$190
Principal I	$360
Administrative I	$100
Administrative II	$110
Administrative III	$130
Administrative IV	$140
Administrative V	$175
Intern I	$80
Intern II	$95

EXHIBIT 4

CATEGORY 3
HOURLY RATES

Category	Rate
Project Manager I	$215
Project Manager II	$245
Project Manager III	$270
Project Manager IV	$295
Project Manager V	$310
Engineer I	$205
Engineer II	$230
Engineer III	$240
Engineer IV	$265
Engineer V	$285
Designer I	$160
Designer II	$175
Designer III	$200
Designer IV	$215
Designer V	$235
CADD I	$120
CADD II	$135
Coordinator I	$155
Coordinator II	$175
Coordinator III	$190
Principal I	$360
Administrative I	$100
Administrative II	$110
Administrative III	$130
Administrative IV	$140
Administrative V	$175
Intern I	$80
Intern II	$95

EXHIBIT 5

CATEGORY 5
HOURLY RATES

Category	Rate
Landscape Architect I	$185
Landscape Architect II	$205
Landscape Architect III	$235
Designer I	$160
Designer II	$175
Designer III	$200
Designer IV	$215
Designer V	$235
Project Manager I	$215
Project Manager II	$245
Project Manager III	$270
Project Manager IV	$295
Project Manager V	$310
Coordinator I	$155
Coordinator II	$175
Coordinator III	$190
CADD I	$120
CADD II	$135
Administrative I	$100
Administrative II	$110
Administrative III	$130
Administrative IV	$140
Administrative V	$175

Clay County Agreement/Contract No. 2025/2026 – _____

AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE ARCHITECTURAL, AND STRUCTURAL ENGINEERING SERVICES

This Agreement for Continuing Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape Architectural, and Structural Engineering Services ("Agreement") is entered into this 9th day of June, 2026 ("Effective Date") between GAI Consultants, Inc., a Foreign Profit Corporation authorized to do business in Florida ("Consultant") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Qualification, RFQ No. 25/26-004 ("RFQ") to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

WHEREAS, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

WHEREAS, the Consultant submitted a proposal in response to the RFQ ("Consultant's Response"); and

WHEREAS, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the "Board"), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

WHEREAS, the Consultant was awarded Categories 1 through 6; and

WHEREAS, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

WHEREAS, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant's Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

WHEREAS, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECTS

(a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: (1) Category 1 – General Civil Engineering Services; (2) Category 2 – Environmental Services; (3) Category 3 – Transportation Planning and Traffic Engineering Services; (4) Category 4 – Planning and Study Services; (5) Category 5 – Landscape Architectural Services; and (6) Category 6 – Structural Civil Engineering Services.

(b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a "Project" and collectively as the "Projects." No Project shall commence unless and until authorized by the County through a written Work Order.

(c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

SECTION 2. SCOPE OF SERVICES

(a) The Consultant shall perform all services ("Services") for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.

(b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.

(c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 1 Hourly Rates; **Exhibit 4** – Category 2 Hourly Rates; **Exhibit 5** – Category 3 Hourly Rates; **Exhibit 6** – Category 4 Hourly Rates; **Exhibit 7** – Category 5 Hourly Rates; and **Exhibit 8** – Category 6 Hourly Rates. At the County's discretion, certain tasks may instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but

not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

SECTION 5. SUBCONSULTANTS

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are

included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibits 3, 4, 5, 6, 7, and/or 8, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

SECTION 7. PAYMENT PROCEDURES

(a) As used herein, 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 Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; 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 or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

1) The Consultant's name, address and phone number, including payment remittance address.
2) The Invoice number and date.
3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant 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 Consultant or any other person or entity for failure to make payment.

(f) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

SECTION 8. CHANGE ORDERS

(a) Change Orders submitted by Consultant.

1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.

2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the

Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.

4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at purchasing@claycountygov.com, or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**

(b) Change Order submitted by contractors.

1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.

2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.

3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such

determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

SECTION 9. INSURANCE

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability
   Coverage must be afforded under a Commercial General Liability policy with limits not less than:
   - $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
   - $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
   - $50,000 each occurrence for Damage to Rented Premises
   - $5,000 Medical Expenses (any one person)

   Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability
   Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability
   Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:
   - Workers Compensation — Statutory limits
   - Employers Liability — $100,000 Each Accident
     $500,000 Disease Policy
     $100,000 Disease-Each Employee

   Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions
   Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance
   If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the

responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. ACCURACY OF SERVICES

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

SECTION 12. DOCUMENTS, OWNERSHIP AND USE

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County.

Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)

(a) Accessibility Compliance Requirement. To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines ("WCAG") Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) Remediation. Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant's Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) Subcontractors and Third-Party Content. If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant's control or responsibility under this Agreement.

(d) Closeout Documents. To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) Indemnification. To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant's obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County's sovereign immunity or limitations of liability under section 768.28, Florida Statute.

SECTION 14. FINANCIAL CONSEQUENCES

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

SECTION 15. DEFAULT AND TERMINATION

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
    i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
    ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
    iii. Directing suspension of specific Services; and/or
    iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

SECTION 16. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

SECTION 17. AUDIT OF CONSULTANT'S RECORDS

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

(b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.

(d) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 18. PUBLIC RECORDS

(a) The Consultant 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 Consultant 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 Consultant covenants to comply with the Public Records Laws, and in particular to:

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

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

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

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

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

SECTION 19. TAXES

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

SECTION 20. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION

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

SECTION 22. E-VERIFY REQUIREMENT

Pursuant to Section 448.095, Florida Statutes, the Consultant 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 Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

SECTION 23. HUMAN TRAFFICKING ATTESTATION

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant 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 Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

SECTION 24. NOTICE

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

GAI Consultants, Inc.
618 East South Street
Suite 700
Orlando, FL 32801
Attention: Bobby Jamieson, PE, PTOE
Assistant Vice-President
Email: R.Jamieson@gaiconsultants.com

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: County Manager
Copy to: Project Manager via email at richard.smith@claycountygov.com and earl.boyd@claycountygov.com

SECTION 25. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

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

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 28. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 30. INDEPENDENT CONTRACTOR

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

SECTION 31. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent will not be unreasonably withheld by the County. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

SECTION 32. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant's documents forwarded by the Consultant to the County.

SECTION 34. FURTHER ASSURANCES

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

SECTION 35. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 36. GOVERNING LAW AND VENUE

This 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 this Agreement lies in Clay County, Florida.

SECTION 37. ATTORNEYS' FEES

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 38. WAIVER

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

SECTION 39. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 40. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 41. COUNTERPARTS

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 42. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

SECTION 43. ATTACHMENTS

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

SECTION 44. PROBABLE COST ESTIMATES

Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by Consultant represent its professional judgment exercised in accordance with the standard of care applicable to similarly situated professionals. It is recognized, however, that neither Consultant nor County has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, Consultant cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it Consultant. Notwithstanding the foregoing, Consultant shall exercise reasonable professional diligence in developing all cost estimates and shall conduct such independent market research, investigations, and analyses as are reasonably necessary to prepare cost estimates consistent with the applicable standard of care. Consultant shall promptly advise County of any information known to Consultant that may materially affect previously prepared cost estimates. Nothing contained in this Section shall be construed to relieve Consultant of responsibility for preparing cost estimates in accordance with the applicable standard of care or otherwise limit Consultant's liability for negligence, errors, or omissions.

SECTION 45. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

GAI CONSULTANTS, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristin Burke
Its Chairman

ATTEST:

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

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EXHIBIT 1
RFQ SCOPE OF WORK

REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING, PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING, SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

3.2. Category 1: General Civil Engineering Services

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Roads and pavement
    - Drainage and stormwater
    - Sidewalks
    - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

3.3. Category 2: Environmental Services

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

3.4. Category 3: Transportation Planning and Traffic Engineering Services

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
    - Plan, design, and install system integration and communications systems as needed
    - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
    - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

3.5. Category 4: Planning and Study Services

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

3.6. Category 5: Landscape Architectural Services

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

3.7. Category 6: Structural Civil Engineering Services

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
    - Structures (other than roads, drainage, sidewalks, and lighting)
    - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

3.8. Category 7: Surveying Services

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

3.9. Category 8: Geotechnical Services

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

3.10. Requirements for all Categories when applicable

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

B. **Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:

   a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents

   b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information

   c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.

2. Consultant(s) shall distribute phase submittals as shown:

   a. **Phase I - 30% & 60% Submittal**

      i. Submit three (3) copies of 11"x17" plans and specifications (all required components);

      ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;

      iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;

      v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;

      vi. Provide construction schedule.

   b. **Phase II - 90% Submittal**

      i. Submit three (3) copies of 11"x17" plans (all required components);

      ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

      iii. All QC plans and documents for each component shall be electronic in .pdf format;

      iv. Provide updated cost estimate based on 90% plans.

   c. **Phase III (Final) - 100% Submittal**

i. Submit three (3) signed and sealed 11”x17” plans (all required components);

ii. Submit two (2) signed and sealed cost estimates;

iii. Submit signed and sealed technical special provisions (if applicable);

iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;

v. Provide an engineer’s estimate along with an approximate timeline for construction completion;

vi. All QC plans and documents for each component shall be electronic in .pdf format;

vii. Provide updated cost estimate based on 100% plans;

viii. Complete permitting, if applicable.

C. **Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.

2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

D. **Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

E. **Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

F. **Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

G. **Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:

   a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;

   b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;

   c. Establish Value Engineering teams and conduct VE project reviews;

   d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;

   e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):

      i. CVS/GEC managed VE study;

      ii. District II VE Coordinator managed study.

H. **Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

3.11. Work Orders

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to "make up" for the previous year.

3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

3.17. Performance Evaluation

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

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

3.18. Cancellation of Contract

If the awarded Consultant fails to to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

EXHIBIT 2
EXAMPLE FORM
WORK ORDERS

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Construction Design)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of securing complete design services for the _____

_____.
Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD

Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

NOT-TO-EXCEED or LUMP SUM AMOUNT: **$_____ for Tasks 1-6**
$_____ for Task 7
NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT: **$_____**

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

WORK ORDER ASSIGNMENT No. _____
CLAY COUNTY CONTRACT/AGREEMENT NO. _____
(Non-Construction Scope)

To: Consultant
Address
City, State, Zip

From: Clay County Department
P.O. Box 1366
Green Cove Springs, FL 32043

PROJECT NO & NAME: _____

Description
This Work Order is issued for the purpose of _____
_____
_____
_____

Services to be completed by _____ (date) or within _____days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: $_____

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

By: _____

Date: _____

CLAY COUNTY

By: _____
Howard Wanamaker, County Manager

Date:_____

ATTACHMENTS (which are incorporated into and made a part of this Work Order):
Attachment A: Scope of Services/Proposal
Attachment B: Fee Summary
Attachment C: Schedule of Hourly Rates

EXHIBIT 3

CATEGORY 1
HOURLY RATES

Clay CSC Category 1 Roadway and Civil	GAI Consultants							
		3.00%		*187.89%*	*3.485%*	*3.44%*	*20.00%*	
Position	**2026 Labor Rate**	**2027 Labor Rate**	**Average Rate**	**Home Office Overhead Rate**	**FCCM**	**Expense Multiplier**	**Operating Margin**	**Loaded Billing Rate**
Chief Engineer	120.00	123.60	121.80	228.85	4.24	4.19	24.36	383.44
Senior Project Manager	102.85	105.94	104.40	196.15	3.64	3.59	20.88	328.65
Project Manager	85.05	87.60	86.33	162.20	3.01	2.97	17.27	271.76
Senior Engineer	77.04	79.35	78.20	146.92	2.73	2.69	15.64	246.17
Engineer	63.15	65.04	64.10	120.43	2.23	2.20	12.82	201.78
Engineer Intern	45.10	46.45	45.78	86.01	1.60	1.57	9.16	144.11
Senior Designer	57.25	58.97	58.11	109.18	2.03	2.00	11.62	182.94
CADD Technician	37.60	38.73	38.17	71.71	1.33	1.31	7.63	120.15
Admin Assistant	30.00	30.9	30.45	57.21	1.06	1.05	6.09	95.86

EXHIBIT 4

CATEGORY 2
HOURLY RATES

Clay CSC Category 2 Environmental	GAI Consultants							
		3.00%		*187.89%*	*3.485%*	*3.44%*	*20.00%*	
Position	**2026 Labor Rate**	**2027 Labor Rate**	**Average Rate**	**Home Office Overhead Rate**	**FCCM**	**Expense Multiplier**	**Operating Margin**	**Loaded Billing Rate**
Senior Environmental Manager	*71.55*	73.70	72.63	136.46	2.53	2.50	14.53	228.63
Senior Environmental Planner	72.58	74.76	73.67	138.42	2.57	2.53	14.73	231.92
Ecologist/Wildlife Biologist	63.26	65.16	64.21	120.64	2.24	2.21	12.84	202.14
Wetland Scientist	63.26	65.16	64.21	120.64	2.24	2.21	12.84	202.14
Environmental Planner 3	40.97	42.20	41.59	78.13	1.45	1.43	8.32	130.92
Environmental Planner 2	34.23	35.26	34.75	65.28	1.21	1.20	6.95	109.38
Environmental Planner 1	31.00	31.93	31.47	59.12	1.10	1.08	6.29	99.06
Permitting Specialist	44.31	45.64	44.98	84.50	1.57	1.55	9.00	141.59
Environmental Scientist 3	63.26	65.16	64.21	120.64	2.24	2.21	12.84	202.14
Environmental Scientist 2	34.23	35.26	34.745	65.28	1.21	1.20	6.95	109.38
Environmental Scientist 1	31.00	31.93	31.465	59.12	1.10	1.08	6.29	99.06
Arborist/Natural Resource Specialist	39.14	40.31	39.725	74.64	1.38	1.37	7.95	125.06
Admin Assistant	32.36	33.33	32.845	61.71	1.14	1.13	6.57	103.40

EXHIBIT 5

CATEGORY 3
HOURLY RATES

Clay CSC Category 3 Traffic Planning	GAI Consultants							
		3.00%		*187.89%*	*3.485%*	*3.44%*	*20.00%*	
Position	**2026 Labor Rate**	**2027 Labor Rate**	**Average Rate**	**Home Office Overhead Rate**	**FCCM**	**Expense Multiplier**	**Operating Margin**	**Loaded Billing Rate**
Senior Project Manager	102.85	105.94	104.40	196.15	3.64	3.59	20.88	328.65
Principal Planner	95.00	97.85	96.43	181.17	3.36	3.32	19.29	303.56
Project Manager	85.05	87.60	86.33	162.20	3.01	2.97	17.27	271.76
Senior Engineer	77.04	79.35	78.20	146.92	2.73	2.69	15.64	246.17
Senior Planner	75.00	77.25	76.13	143.03	2.65	2.62	15.23	239.65
Engineer	63.15	65.04	64.10	120.43	2.23	2.20	12.82	201.78
Planner 3	62.00	63.86	62.93	118.24	2.19	2.16	12.59	198.11
Planner 2	47.00	48.41	47.71	89.63	1.66	1.64	9.54	150.18
Planner 1	35.00	36.05	35.53	66.75	1.24	1.22	7.11	111.84
Senior Designer	57.25	58.97	58.11	109.18	2.03	2.00	11.62	182.94
Engineer Intern	45.10	46.45	45.775	86.01	1.60	1.57	9.16	144.11
CADD Technician	37.60	38.73	38.17	71.71	1.33	1.31	7.63	120.15
Admin Assistant	30.00	30.9	30.45	57.21	1.06	1.05	6.09	95.86

EXHIBIT 6

CATEGORY 4
HOURLY RATES

Clay CSC Category 4 Planning	GAI Consultants							
		3.00%		*187.89%*	*3.485%*	*3.44%*	*20.00%*	
Position	**2026 Labor Rate**	**2027 Labor Rate**	**Average Rate**	**Overhead Rate**	**FCCM**	**Expense Multiplier**	**Operating Margin**	**Loaded Billing Rate**
Principal Planner	95.00	97.85	96.43	181.17	3.36	3.32	19.29	303.56
Senior Planner	75.00	77.25	76.13	143.03	2.65	2.62	15.23	239.65
Economic Development Specialist	55.00	56.65	55.83	104.89	1.95	1.92	11.17	175.75
Urban/Community Planner	65.00	66.95	65.98	123.96	2.30	2.27	13.20	207.70
Planner 3	62.00	63.86	62.93	118.24	2.19	2.16	12.59	198.11
Planner 2	47.00	48.41	47.71	89.63	1.66	1.64	9.54	150.18
Planner 1	35.00	36.05	35.53	66.75	1.24	1.22	7.11	111.84
Land Use Planner/Zoning Specialist	45.00	46.35	45.68	85.82	1.59	1.57	9.14	143.79
Admin Assistant	30.00	30.90	30.45	57.21	1.06	1.05	6.09	95.86

EXHIBIT 7

CATEGORY 5
HOURLY RATES

Clay CSC Category 5 Landscape Architecture	GAI Consultants							
		3.00%		*187.89%*	*3.485%*	*3.44%*	*20.00%*	
Position	**2026 Labor Rate**	**2027 Labor Rate**	**Average Rate**	**Home Office Overhead Rate**	**FCCM**	**Expense Multiplier**	**Operating Margin**	**Loaded Billing Rate**
Senior Project Manager	102.85	105.94	104.40	196.15	3.64	3.59	20.88	328.65
Principal Landscape Architect	100.00	103.00	101.50	190.71	3.54	3.49	20.30	319.54
Project Manager	85.05	87.60	86.33	162.20	3.01	2.97	17.27	271.76
Landscape Architect	60.00	61.80	60.90	114.43	2.12	2.09	12.18	191.72
Landscape Designer 3	50.00	51.50	50.75	95.35	1.77	1.75	10.15	159.77
Landscape Designer 2	43.00	44.29	43.65	82.00	1.52	1.50	8.73	137.40
Landscape Designer 1	35.00	36.05	35.53	66.75	1.24	1.22	7.11	111.84
CADD Technician	37.60	38.73	38.17	71.71	1.33	1.31	7.63	120.15
Admin Assistant	30.00	30.90	30.45	57.21	1.06	1.05	6.09	95.86

EXHIBIT 8

CATEGORY 6
HOURLY RATES

Clay CSC Category 6 Structures	GAI Consultants							
		3.00%		*187.89%*	*3.485%*	*3.44%*	*20.00%*	
Position	**2026 Labor Rate**	**2027 Labor Rate**	**Average Rate**	**Home Office Overhead Rate**	**FCCM**	**Expense Multiplier**	**Operating Margin**	**Loaded Billing Rate**
Senior Project Manager	102.85	105.94	104.40	196.15	3.64	3.59	20.88	328.65
Project Manager	85.05	87.60	86.33	162.20	3.01	2.97	17.27	271.76
Structural Engineer 3	77.04	79.35	78.20	146.92	2.73	2.69	15.64	246.17
Bridge Engineer	63.15	65.04	64.10	120.43	2.23	2.20	12.82	201.78
Engineer	63.15	65.04	64.10	120.43	2.23	2.20	12.82	201.78
Engineer Intern	45.10	46.45	45.78	86.01	1.60	1.57	9.16	144.11
Senior Designer	57.25	58.97	58.11	109.18	2.03	2.00	11.62	182.94
CADD Technician	37.60	38.73	38.17	71.71	1.33	1.31	7.63	120.15
Admin Assistant	30.00	30.9	30.45	57.21	1.06	1.05	6.09	95.86

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Purchasing Department

SUBJECT:
A) Approval of Lease Agreements for an initial three-year lease term, with renewal options as set forth in the Lease Agreements, with the following Athletic Associations for designated County parks:
1. Fleming Island Athletic Association, Inc. – Lease of Paul C. Armstrong Community Park
2. Fleming Island Athletic Association, Inc. – Sublease of Neptune Park
3. Green Cove Springs Baseball/Softball Association, Inc. – Lease of Carl Pugh Community Park
4. Keystone Heights Sports Association, Inc. – Lease of Little Rain Lake Park
5. Keystone Youth Soccer Club, Inc. – Lease of Twin Lakes Community Park
6. Middleburg Association of Athletics, Inc. – Lease of Omega Community Park
7. Oakleaf Sports Association, Inc. – Lease of Oakleaf Community Park

B) Approval of the attached authorizing resolutions.
Funding Source:
Revenue

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
On April 16, 2026, the County issued the informal solicitation "Clay County 2026 Athletic Association Application" to encourage qualified athletic associations to submit proposals to partner with the County in delivering recreational and competitive sports programming to its residents. Lease rent is $1.00 annually. All associations are current lessors of the parks listed above.

Is Funding Required (Yes/No):
No

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

Funding Source:
Revenue

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Contracts_Lease Agreement - Paul Armstrong	Cover Memo	6/3/2026	Lease_Agreement-_Fleming_Island_AA_-_Paul_Armstrong_Parkdsada.pdf
	Contracts_Lease Agreement - Little Rain Lake	Cover Memo	6/3/2026	Lease_Agreement-_Keystone_Heights_AA_-_Little_Rain_Lake_Parkdsada.pdf
	Contracts_Lease Agreement - Neptune Park	Cover Memo	6/3/2026	Lease_Agreement-FIAA-Neptune_Park_Sublease_dsada.pdf
	Contracts_Lease Agreement - Carl Pugh	Cover Memo	6/3/2026	Lease_Agreement-Green_Cove_Springs-Carl_Pugh_Parkdsada.pdf
	Contracts_Lease Agreement - Twin Lakes	Cover Memo	6/3/2026	Lease_Agreement-Keystone_Soccer_Club-Twin_Lakes_Parkdsada.pdf
	Contracts_Lease Agreement - Omega Park	Cover Memo	6/3/2026	Lease_Agreement-Middleburg_Assoc_of_Athletics-Omega_parkdsada.pdf
	Contracts_Lease Agreement - Oakleaf	Cover Memo	6/3/2026	Lease_Agreement-Oakleaf_Sports_Assoc-_Oakleaf_Comm_Parkdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	6/3/2026 - 12:30 PM	Item Pushed to Agenda

Clay County Agreement/Contract No. 2025/2026- _____

CLAY COUNTY PARK LEASE AGREEMENT
[Park: Paul C. Armstrong Community Park]

This Clay County Park Lease Agreement ("Agreement") is entered into this ____ day of June, 2026, and is between Fleming Island Athletic Association, Inc., a Florida not-for-profit corporation ("Athletic Association") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County owns certain real property known a Paul C. Armstrong Community Park, located at 2445 County Road 220, Middleburg, FL 32068, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently leases the Premises pursuant to a prior lease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue leasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may lease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the "Board") adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the lease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior lease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby leases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) Authorized Use. The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) Compliance with Laws and Agreement. The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, regulations, and County rules and policies. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) Prohibited Conduct. The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) Rules and Restrictions. The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) County Representative. For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. This Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue leasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County's prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days' written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County's consent, such holdover shall be deemed unlawful, and the County may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. Default and Termination.

(a) Default. The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) Termination or Modification Due to Lack of Funding or Appropriation. The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar ($1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) The Premises shall remain available for use by the general public on a first-come, first-served basis at all times when not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;
- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the

Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at

its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) Damage to Premises. The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

(a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.

(b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or County-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.

(c) County-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.

(d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such

inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.

(e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

(a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.

(b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.

(c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the

Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, and the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions (collectively, the "County"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Athletic Association's use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

The County does not agree to and shall not indemnify the Athletic Association or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) Required Screenings. At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) Annual Certification. On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches,

assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) New Personnel. Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) Compliance with Law and County Requirements. The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) County Rights; Audit. Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play,

respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.

b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.

c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.

d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

a) The Athletic Association 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.

b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.

c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or

4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:	To County:
The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.	Clay County Parks and Recreation Attention: Parks and Recreation Director P.O. Box 1366 Green Cove Springs, FL 32043 Email: justin.pierce@claycountygov.com With a copy to: Clay County Attention: County Manager P.O. Box 1366 Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter 119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) The Athletic Association 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 Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

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

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. Taxes.

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

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

40. Remedies.

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

41. Governing Law and Venue.

This 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 this Agreement lies in Clay County, Florida.

42. Attorneys' Fees.

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. No Third Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

47. Attachments.

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

48. Entire Agreement.

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

FLEMING ISLAND ATHLETIC ASSOCIATION, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE LEASE OF COUNTY-OWNED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO FLEMING ISLAND ATHLETIC ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Clay County, Florida (the "County") owns certain real property known as Paul C. Armstrong Community Park, located at 2445 County Road 220, Middleburg, FL 32068, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, Fleming Island Athletic Association, Inc. (the "Athletic Association") is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current lessee of the Premises pursuant to a prior lease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the "Board") requesting approval to enter into a new Lease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to lease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Lease Agreement, in consideration of annual rent in the amount of One Dollar ($1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during the term of the Lease Agreement, and (4) the lease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the

County's entry into a new Lease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Lease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT

NON-EMPLOYEE INCIDENT REPORT FORM
Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

_____

Witness:

Name: _____ Phone #_____

Address: _____

_____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

_____

_____

Description of Incident or Accident

_____

_____

_____

_____

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

_____

_____

_____

Signature of Person Completing Form:_____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

Revision: 4/2015

ATTACHMENT 3
BACKGROUND SCREENING AFFIDAVIT

Clay County Athletic Association
Background Screening Affidavit

(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ ("Athletic Association"), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association's Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____

Print Name

Signature: _____
Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____.

(Notary Seal)

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

Clay County Agreement/Contract No. 2025/2026- _____

CLAY COUNTY PARK LEASE AGREEMENT
[Park: Little Rain Lake Park]

This Clay County Park Lease Agreement ("Agreement") is entered into this ____ day of June, 2026, and is between Keystone Heights Sports Association, Inc., a Florida not-for-profit corporation ("Athletic Association") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County owns certain real property known as Little Rain Lake Park, located at 6725 Little Rain Lake Road, Keystone Heights, FL 32656, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently leases the Premises pursuant to a prior lease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue leasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may lease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the "Board") adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the lease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior lease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby leases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) Authorized Use. The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) Compliance with Laws and Agreement. The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, regulations, and County rules and policies. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) Prohibited Conduct. The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) Rules and Restrictions. The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) County Representative. For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. This Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue leasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County's prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days' written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County's consent, such holdover shall be deemed unlawful, and the County may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. Default and Termination.

(a) Default. The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) Termination or Modification Due to Lack of Funding or Appropriation. The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar ($1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) The Premises shall remain available for use by the general public on a first-come, first-served basis at all times when not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;
- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the

Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at

its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) Damage to Premises. The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

(a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.

(b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or County-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.

(c) County-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.

(d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such

inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.

(e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

(a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.

(b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.

(c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the

Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, and the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions (collectively, the "County"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Athletic Association's use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

The County does not agree to and shall not indemnify the Athletic Association or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) Required Screenings. At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) Annual Certification. On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches,

assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) New Personnel. Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) Compliance with Law and County Requirements. The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) County Rights; Audit. Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play,

respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.

b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.
c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.
d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

a) The Athletic Association 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.
b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or

4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:	To County:
The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.	Clay County Parks and Recreation Attention: Parks and Recreation Director P.O. Box 1366 Green Cove Springs, FL 32043 Email: justin.pierce@claycountygov.com With a copy to: Clay County Attention: County Manager P.O. Box 1366 Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter 119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) The Athletic Association 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 Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

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

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. Taxes.

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

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

40. Remedies.

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

41. Governing Law and Venue.

This 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 this Agreement lies in Clay County, Florida.

42. Attorneys' Fees.

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. No Third Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

47. Attachments.

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

48. Entire Agreement.

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

KEYSTONE HEIGHTS SPORTS ASSOCIATION, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE LEASE OF COUNTY-OWNED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO KEYSTONE HEIGHTS SPORTS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Clay County, Florida (the "County") owns certain real property known as Little Rain Lake Park, located at 6725 Little Rain Lake Road, Keystone Heights, FL 32656, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, Keystone Heights Sports Association, Inc. (the "Athletic Association") is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current lessee of the Premises pursuant to a prior lease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the "Board") requesting approval to enter into a new Lease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to lease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Lease Agreement, in consideration of annual rent in the amount of One Dollar ($1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during the term of the Lease Agreement, and (4) the lease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the

County's entry into a new Lease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Lease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT

NON-EMPLOYEE INCIDENT REPORT FORM
Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

_____

Witness:

Name: _____ Phone #_____

Address: _____

_____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

_____

_____

Description of Incident or Accident

_____

_____

_____

_____

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

_____

_____

_____

Signature of Person Completing Form:_____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

Revision: 4/2015

ATTACHMENT 3
BACKGROUND SCREENING AFFIDAVIT

Clay County Athletic Association
Background Screening Affidavit

(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ ("Athletic Association"), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association's Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____

Print Name

Signature: _____
Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____.

(Notary Seal)

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

Clay County Agreement/Contract No. 2025/2026- _____

CLAY COUNTY PARK SUBLEASE AGREEMENT
[Park: Neptune Park]

This Clay County Park Sublease Agreement ("Agreement") is entered into this ____ day of June, 2026, and is between Fleming Island Athletic Association, Inc., a Florida not-for-profit corporation ("Athletic Association") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, on September 20, 2012, the County entered into that certain Lease Agreement with the School Board of Clay County, Florida ("School Board"), designated by the County as Lease No. 11/12-167 (the "Lease"), for the lease of certain real property known as Neptune Park, located at 2070 Thunderbolt Road, Fleming Island, Florida 32003, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, on August 9, 2022, the County and the School Board entered into the First Renewal of the Lease, attached hereto as *Attachment 4* inclusive of the Lease, which renewed the Lease for an additional ten (10) year term through September 19, 2032; and

WHEREAS, pursuant to the Lease, the County is authorized to sublease the Premises to an athletic association; and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently subleases the Premises pursuant to a prior sublease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue subleasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may sublease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the "Board") adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the sublease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior sublease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby subleases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) Authorized Use. The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) Compliance with Laws and Agreement. The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement and the School Board Lease attached hereto. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and all applicable County and School Board policies and procedures. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) Prohibited Conduct. The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) Rules and Restrictions. The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) County Representative. For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. Subject to the County's renewal of its Lease with the School Board, this Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue subleasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County's prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days' written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County's consent, such holdover shall be deemed unlawful, and the County and/or the School Board may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. Default and Termination.

(a) Default. The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) Termination or Modification Due to Lack of Funding or Appropriation. The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) Lease Termination. This Agreement is expressly contingent upon the continued existence of the Lease between the County and the School Board. Upon termination or expiration of the Lease, this Agreement shall automatically terminate upon written notice from the County,

executed by the County Manager or designee, with such termination to be effective on the date specified in the notice.

(f) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar ($1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) To the extent permitted under the Lease and by the School Board, the Premises may be made available for use by the general public on a first-come, first-served basis during times when the Premises are not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;

- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The

Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment

of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) Damage to Premises. The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

(a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.

(b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or to County-owned or School Board-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.

(c) County-owned or School Board-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.

(d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.

(e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

(a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.

(b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.

(c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County and/or the School Board without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance
Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall specifically include both the County and the School Board as Additional Insureds and shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" **and "The School Board of Clay County, Florida, its employees, agents, and boards, as their interests may appear"** as "**Additional Insureds**." Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions, as well as the School Board of Clay County, Florida, and its respective officers, employees, agents, officials, and boards, from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Athletic Association's use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County or the School Board.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

Neither the County nor the School Board agrees to indemnify the Athletic Association or any other person or entity for any purpose whatsoever. To the extent any indemnification by the County or the School Board may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other

limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's or the School Board's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) Required Screenings. At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) Annual Certification. On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches, assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) New Personnel. Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) Compliance with Law and County Requirements. The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) County Rights; Audit. Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or

organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play, respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.
b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.
c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.
d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

a) The Athletic Association 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.
b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:	To County:
The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.	Clay County Parks and Recreation Attention: Parks and Recreation Director P.O. Box 1366 Green Cove Springs, FL 32043 Email: justin.pierce@claycountygov.com With a copy to: Clay County Attention: County Manager P.O. Box 1366 Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter

119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) The Athletic Association 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 Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

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

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. Taxes.

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

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

40. Remedies.

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

41. Governing Law and Venue.

This 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 this Agreement lies in Clay County, Florida.

42. Attorneys' Fees.

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. No Third Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

47. Attachments.

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

48. Entire Agreement.

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Fleming Island Athletic Association, Inc.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE SUBLEASE OF COUNTY-LEASED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO FLEMING ISLAND ATHLETIC ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on September 20, 2012, the County entered into that certain Lease Agreement with the School Board of Clay County, Florida ("School Board"), designated by the County as Lease No. 11/12-167 (the "Lease"), for the lease of certain real property known as Neptune Park, located at 2070 Thunderbolt Road, Fleming Island, Florida 32003, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, on August 9, 2022, the County and the School Board entered into the First Renewal of the Lease, attached hereto as *Attachment 4* inclusive of the Lease, which renewed the Lease for an additional ten (10) year term through September 19, 2032; and

WHEREAS, pursuant to the Lease, the County is authorized to sublease the Premises to an athletic association; and

WHEREAS, Fleming Island Athletic Association, Inc. (the "Athletic Association") is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current sublessee of the Premises pursuant to a prior sublease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the "Board") requesting approval to enter into a new Sublease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to sublease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Sublease Agreement, in consideration of annual rent in the amount of One Dollar ($1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during

the term of the Sublease Agreement, and (4) the sublease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the County's entry into a new Sublease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Sublease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT

NON-EMPLOYEE INCIDENT REPORT FORM
Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

_____

Witness:

Name: _____ Phone #_____

Address: _____

_____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

_____

_____

Description of Incident or Accident

_____

_____

_____

_____

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

_____

_____

_____

Signature of Person Completing Form:_____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

Revision: 4/2015

ATTACHMENT 3
BACKGROUND SCREENING AFFIDAVIT

Clay County Athletic Association
Background Screening Affidavit

(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ ("Athletic Association"), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association's Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____

Print Name

Signature: _____
Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____.

(Notary Seal)

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

ATTACHMENT 4
SCHOOL BOARD LEASE

CLAY COUNTY AGREEMENT/CONTRACT #11/12-167 RN1

FIRST RENEWAL TO LEASE AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
[Re: Neptune Park]

This First Renewal to the Lease Agreement ("First Renewal") is made and entered into this 9 day of August, 2022, by and between Clay County, a political subdivision of the State of Florida (the "County"), and the School Board of Clay County, a body corporate and political subdivision of the State of Florida ("School Board").

RECITALS

WHEREAS, on September 20, 2012, the parties entered into a Lease Agreement, Clay County Agreement/Contract #11/12-167 ("Lease"), a copy of which is attached hereto and incorporated herein as **Attachment A**, wherein the School Board agreed to lease the Premises to the County as described in the Lease known as Neptune Park located at 2070 Thunderbolt Rd, Fleming Island, FL 32003; and

WHEREAS, the Lease provides for an initial ten (10) year term that ends on September 19, 2022 with the option for the parties to enter into an additional ten year term upon execution of a renewal agreement; and

WHEREAS, during the initial ten (10) year term the County worked with a contractor to make improvements to the Premises to include the construction of recreational facilities and athletic fields on the Premises; and

WHEREAS, the County currently subleases the Premises to Fleming Island Athletic Association, Inc., a Florida Non-Profit Corporation, for the purpose of the athletic association providing a location for members of its organization and teams to engage in organized youth sports, recreational activities, and events in Clay County; and

WHEREAS, the County desires the continued use of the Premises for organized youth sports, recreational activities, and events in Clay County which promote community interest; and

WHEREAS, the parties wish to enter into this First Renewal to renew the Lease for an additional ten (10) year term commencing September 20, 2022 and continuing through September 19, 2032.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Lease is hereby renewed for an additional ten (10) year term commencing September 20, 2022 and continuing through September 19, 2032.

3. Except as expressly provided herein, all other terms and conditions of the Lease not affected by this First Renewal are incorporated herein and shall remain in full force and effect.

4. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the date and year first written above.

Clay County, a political subdivision of the State of Florida

By: WFBolla
WFBolla (Aug 11, 2022 14:33 EDT)

Wayne Bolla
Its Chairman

ATTEST:

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

2. The Lease is hereby renewed for an additional ten (10) year term commencing September 20, 2022 and continuing through September 19, 2032.

3. Except as expressly provided herein, all other terms and conditions of the Lease not affected by this First Renewal are incorporated herein and shall remain in full force and effect.

4. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the date and year first written above.

The School Board of Clay County, Florida

By: _____
Mary Bolla
Chairperson

ATTEST:

_____
David Broskie
Superintendent of Schools

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ATTACHMENT A
LEASE AGREEMENT

LEASE AGREEMENT #11/12-167

THIS LEASE made and entered into this 20th day of September, 2012, by and between The School Board of Clay County, Florida **hereinafter called School Board or the Lessor**, and Clay County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, **hereinafter called the Lessee.**

WHEREAS, the School Board promotes school/community interaction and provides for the use of school property by outside agencies which comply with School Board Policy.

WHEREAS, in consideration of the covenants hereinafter contained in this Lease to be performed by the Lessee, the Lessor does hereby let, lease, and demise unto the Lessee, the following described property lying and being in Clay County, Florida, and hereinafter referred to as "the Premises" to-wit:

A part of Section 8, lying in Township 5 South, Range 26 East, Clay County, Florida, being more particularly described as follows: For a point of reference commence at the corner common to said sections 5 and 8 with section 6 and 7, said Township and Range; thence south 06 degrees 25 feet 27 inches west, along the line dividing said Section 7 from said Section 8, a distance of 2,029.71 feet; thence north 88 degrees 34 feet 03 inches east, a distance of 1,999.07 feet; thence continue north 88 degrees 34 feet 3 inches east, a distance of 139.42 to the easterly line of a 66 foot unrecorded Clay Electric easement; thence North 02 degrees 43 feet 18 inches east, along said easterly line of the Clay Electric easement, a distance of 1,018.40 feet to the point of beginning. From the point of beginning thus described continue north 02 degrees 43 feet 18 inches east along said easterly line of the Clay Electric easement, a distance of 824.93 feet; thence north 90 degrees 00 feet 00 inches east, a distance of 355.64 feet; thence south 0 degrees 38 feet 40 inches east, a distance of 824.05 feet; thence south 90 degrees 0 feet 0 inches west, a distance of 404.11 feet to the point of beginning.

WHEREAS, it is the intention of the Clay County Board of County Commissioners to partner with an athletic association, **hereinafter called Sublessee**, through a Sub-Lease Agreement, to make improvements to the above described premises consisting of practice fields, and other support infrastructure for use in tournaments, and other organized sports activities for the citizens of Clay County, and the School Board approves of this use.

NOW, THEREFORE IT IS AGREED:

1. **Lessor leases** the premises aforesaid unto the said Lessee for a term of ten (10) years, commencing on September 20, 2012 and ending on September 20, 2022. Said Lessee shall pay to the Lessor $1.00 per year as rent for the said premises, the receipt of which is hereby acknowledge, and deemed sufficient consideration. Additionally, in addition to the aforementioned rent the Lessee shall be responsible for the payment of any utility bills, taxes, municipal, county or state fees or assessments of any kind or nature whatsoever as they accrue and become payable.
2. The Lessee is authorized by the terms of this lease to sublease the Premises to an athletic association (the Sublessee) which will clear the land, build three fields, construct a

parking lot, and install fencing to separate the leased premises from the Thunderbolt school site. All improvements to the land which is the subject of this lease must be pre-approved by the Lessor. The Lessor acknowledges and approves the intended use of the premises by the Lessee and the Sublessee for public and organized athletics and play. The Lessee's Sublessee shall control the use of and schedule the organized activities on said premises. The Lessee and the Sublessee shall permit the public use of the facilities on said premises at such times as organized activities are not previously scheduled by the Sublessee. School Board employees may, through timely notice to the Sublessee, schedule the use of said leased facilities at such times as organized activities of Clay County and/or the Sublessee of Clay County are not previously scheduled by the Sublessee. Any sublease shall provide that sublessee shall be bound by all of the terms of this lease and shall state that the sublease shall immediately terminate upon the termination of this lease.

3. The term of this lease shall be for ten years. This Lease may be renewed for an additional ten year term on the same conditions upon execution of a renewal agreement by the parties hereto.

4. On expiration of this Lease, the property shall be surrendered to the Lessor in as good condition in all respects as it now is tendered, reasonable wear and tear excepted.

5. The said Lessee shall make no unlawful, improper, or offensive use of said premises: **Intoxicants, narcotics and tobacco products shall not be permitted on the leased Premises;** ***no alcoholic beverages or liquor is to be brought on the leased premises, consumed, displayed or discarded thereon (Clay County Code, Chapter 3, Article I, Ordinance 79-15, as amended by Ordinance 91-54). Failure to report immediately alcohol use on said premises to the Clay County Sheriff's Department by the Lessee will be a violation of the Lease. Continued lack of enforcement of this section will serve as grounds for the immediate termination of this Lease by the Lessor. Any sublessee will also be required to sign a sublease containing this provision.***

6. Lessee shall require any Sublessee to be responsible for insuring that appropriate background investigations are conducted on all individuals, to include coaches, volunteers, directors, etc., that are in any way involved with the children participating in recreational activities on the Premises during the term of this Lease.

7. (a) The Lessee shall at all times during the Lease Term have a leasehold estate in the Premises with full right to the use, enjoyment and possession of such leasehold estate therein.

(b) Possession and the use of the Premises, together with all improvements and fixtures thereon, shall, upon the last day of the Lease or earlier termination of this Lease, automatically revert to the Lessor free and clear of liens and encumbrances. Upon such termination of this Lease, the Lessee shall peaceably and quietly surrender the Premises to the Lessor, together with any associated improvements and fixtures located in or upon the Premises.

(c) Any personal property of the Lessee or of any natural person, corporation, partnership, trust, or other legal entity (hereinafter referred to as "Person") which shall remain on the Premises after the expiration or earlier termination of the Lease and for thirty (30) days after the request by the Lessor for removal, shall at the option of the Lessor, be deemed to have been abandoned and may be retained by the Lessor and the same may be disposed of, without accountability, in such manner as the Lessor may see fit.

(d) All such improvements hereinafter made shall be and become the property of the Lessor at the end of the lease term unless written agreement between the parties provides otherwise.

8. Lessee agrees that its Sublessee shall bear the cost for labor, materials and other items in connection with any improvements hereinafter authorized; and the said Lessee shall not permit any lien to be placed upon the said premises by reason of such improvements, as necessitated by their use of the premises. The Lessee shall be responsible for the payment of all utility charges, janitorial services, water, sewer and garbage collection, as well as the proper disposal of any and all hazardous, or biohazardous waste generated on the Premises, in accord with all applicable laws therefor. The Lessee shall be responsible for the maintenance and repair for the Premises.

9. Lessee shall keep the grounds in a sanitary condition as well as conforming to all laws affecting said premises.

10. This Lease shall be binding upon the parties hereto, their successors and assigns.

11. The School Board prohibits the use of school property by any outside agency or organization which uses the school name and/or mascot in connection with its activities.

12. The Lessee agrees to accept the Premises in its presently existing condition, "as is". Lessor makes no warranties regarding the condition of the Premises or the suitability of the Premises for the construction of three sports fields and a parking lot thereon.

13. (a) Each of the following events shall be deemed a material default by the Lessee hereunder and a breach of this Lease:

(i) If the Lessee fails to pay, when due, any sum which the Lessee is obligated to pay under the terms and provisions of this Lease, including any taxes or fees due under Section 11 herein and any insurance premiums or charges due under Section 14 and such sum remains unpaid for a period of ten days after receipt of written notice thereof to the Lessee from the Lessor; or,

(ii) If the Lessee uses the Premises or associated improvements and fixtures for any purpose not permitted by this Lease or in violation of the laws of Clay County, the State of Florida or the United States of America, and such use shall continue for a period of thirty days after the Lessor has given written notice to the Lessee to desist from such use; or,

(iii) If the Lessee or Sublessee uses the Premises in violation of Section 4 of this Lease.

(iv) This list of events of default (i)--(iii) is not exclusive.

(b) In the event that any item of default set forth above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Lessee shall have such additional time as is reasonably necessary to cure such default, provided the Lessee diligently commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) This Lease is subject to cancellation by either party only for cause by virtue of the events of default described above which are left uncured after a reasonable time to cure is provided to the party at fault. The determination as to what constitutes a "reasonable time to cure" shall lie solely within the discretion of the School Board. Any party wishing to terminate this lease for cause shall deliver written notice of any default to the other party and provide a minimum of 30 days or a reasonable time under the circumstances to cure, whichever is more.

14. Upon the occurrence of any default by the Lessee as set forth in Section 12 which has not been cured (and is not in the process of being cured) under Section 12(b), but not otherwise, the Lessor may take or bring whatever action as may be allowable at law or in equity and as may appear necessary or desirable to enforce its rights hereunder, which shall include the right to declare this Lease terminated and initiate eviction proceedings. Said remedies are cumulative and the exercise of one shall not be deemed an abandonment of any other remedy.

15. The Lessee and/or any Sub-Lessee must furnish annually, certificates of insurance which specify the following insurance requirements: $300,000.00 coverage for Commercial General Liability per occurrence, $300,000.00 coverage for Automobile Liability per occurrence, and 100,000.00/$100,000.00/$500,000.00. Employers Liability and Statutory Workers Compensation. Commercial General Liability limits of $500,000.00 to $1,000,000.00 may be required for certain events. Certificates of Insurance must be original documents, must name the School Board of Clay County as an additional insured, must provide for a 30-day Notice of Cancellation, and must be sent directly from the insurance agent to the School Board representative.

16. Firearms, explosive devices, firecrackers and other such items may not be brought on the leased Premises without specific Lessor approval, except by persons allowed under Florida Statutes, sections 790.25(3)(a) and 790.52.

17. The Lessee and/or Sub-Lessee shall not permit any toxic materials or other similar substances to be used on the leased Premises and shall be responsible for the supervision of all participants involved in its sponsored activities and shall be responsible for the care of the grounds while in use.

18. Subject to and within the limitations of Section 768.28, Florida Statutes, Lessee agrees to defend, indemnify and save harmless the Lessor and all its employees, officers, agents, and servants against all suits and costs and damages, including reasonable attorney's fees, to which the Lessor or any of its employees, officers, agents, or servants may be put by reason of injury to the person or property of others resulting from the activities of the Lessee or any Sublessee on the Premises, either through the negligence of the Lessee or Sublessee or through any act or omission on the part of the Lessee or its Contractor, their agents, employees, servants, or subcontractors.

19. Lessee is responsible for insuring appropriate background investigations have been conducted on all individuals, to include Non-Clay County employees and volunteers that are in any way involved with the children participating in the activities at the facility during the term of this said Lease.

20. Any revisions to this Agreement must be made in writing and shall be signed by the Lessor and the Lessee. The terms of any extension of an agreement shall be incorporated in any extension document, in writing, and reflect changes in School Board policy as to rental fees, insurance limits, usage limits, and all other contract terms.

21. The parties acknowledge that Lessee intends, through the use of a Sublessee, to construct three sports fields and a parking lot on the Premises. Lessee agrees to defend, indemnify and save harmless the Lessor and all its employees, officers, agents, and servants against all suits and costs and damages, including reasonable attorney's fees, to which the Lessor or any of its employees, officers, agents, or servants may be put by reason of injury to the person or property of others resulting from the construction on the Premises, either through the negligence of the Lessee or its Contractor or through any defective machinery or through any act or omission on the part of the Lessee or its Contractor, their agents, employees, servants, or subcontractors.

22. This Agreement shall be effective when it is fully executed by both parties.

THE SCHOOL BOARD OF
CLAY COUNTY, FLORIDA

Carol Y. Studdard
Chairman

Date: 20 Sep 12

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

Chairman, Board of County Commissioners

Date: September 25, 2012

ATTEST:

Stephanie C. Kopelousos
County Manager

Clay County Agreement/Contract No. 2025/2026- _____

CLAY COUNTY PARK LEASE AGREEMENT
[Park: Carl Pugh Community Park]

This Clay County Park Lease Agreement ("Agreement") is entered into this ____ day of June, 2026, and is between Green Cove Springs Baseball/Softball Association, Inc., a Florida not-for-profit corporation ("Athletic Association") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County owns certain real property known as Carl Pugh Community Park, located at 317 S. West Street, Green Cove Springs, FL 32043, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently leases the Premises pursuant to a prior lease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue leasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may lease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the "Board") adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the lease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior lease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby leases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) Authorized Use. The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) Compliance with Laws and Agreement. The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, regulations, and County rules and policies. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) Prohibited Conduct. The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) Rules and Restrictions. The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) County Representative. For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. This Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue leasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County's prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days' written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County's consent, such holdover shall be deemed unlawful, and the County may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. Default and Termination.

(a) Default. The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) Termination or Modification Due to Lack of Funding or Appropriation. The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar ($1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) The Premises shall remain available for use by the general public on a first-come, first-served basis at all times when not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;
- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the

Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at

its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) Damage to Premises. The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

(a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.

(b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or County-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.

(c) County-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.

(d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such

inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.

(e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

(a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.

(b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.

(c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the

Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, and the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions (collectively, the "County"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Athletic Association's use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

The County does not agree to and shall not indemnify the Athletic Association or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) Required Screenings. At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) Annual Certification. On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches,

assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) New Personnel. Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) Compliance with Law and County Requirements. The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) County Rights; Audit. Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play,

respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.

b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.
c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.
d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

a) The Athletic Association 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.
b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or

4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:	To County:
The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.	Clay County Parks and Recreation Attention: Parks and Recreation Director P.O. Box 1366 Green Cove Springs, FL 32043 Email: justin.pierce@claycountygov.com With a copy to: Clay County Attention: County Manager P.O. Box 1366 Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter 119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) The Athletic Association 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 Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

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

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. Taxes.

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

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

40. Remedies.

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

41. Governing Law and Venue.

This 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 this Agreement lies in Clay County, Florida.

42. Attorneys' Fees.

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. No Third Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

47. Attachments.

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

48. Entire Agreement.

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

GREEN COVE SPRINGS BASEBALL SOFTBALL ASSOCIATION, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE LEASE OF COUNTY-OWNED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO GREEN COVE SPRINGS BASEBALL/SOFTBALL ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Clay County, Florida (the "County") owns certain real property known as Carl Pugh Community Park, located at 317 S. West Street, Green Cove Springs, FL 32043, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, Green Cove Springs Baseball/Softball Association, Inc. (the "Athletic Association") is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current lessee of the Premises pursuant to a prior lease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the "Board") requesting approval to enter into a new Lease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to lease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Lease Agreement, in consideration of annual rent in the amount of One Dollar ($1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during the term of the Lease Agreement, and (4) the lease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the County's entry into a new Lease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Lease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT

NON-EMPLOYEE INCIDENT REPORT FORM
Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

_____

Witness:

Name: _____ Phone #_____

Address: _____

_____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

_____

_____

Description of Incident or Accident

_____

_____

_____

_____

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

_____

_____

_____

Signature of Person Completing Form:_____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

Revision: 4/2015

ATTACHMENT 3
BACKGROUND SCREENING AFFIDAVIT

Clay County Athletic Association
Background Screening Affidavit

(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ ("Athletic Association"), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association's Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____

Print Name

Signature: _____
Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____.

(Notary Seal)

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

Clay County Agreement/Contract No. 2025/2026- _____

CLAY COUNTY PARK LEASE AGREEMENT
[Park: Twin Lakes Community Park]

This Clay County Park Lease Agreement ("Agreement") is entered into this ____ day of June, 2026, and is between Keystone Youth Soccer Club, Inc., a Florida not-for-profit corporation ("Athletic Association") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County owns certain real property known as Twin Lakes Community Park, located at 6065 Twin Lakes Road, Keystone Heights, FL 32656, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently leases the Premises pursuant to a prior lease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue leasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may lease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the "Board") adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the lease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior lease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby leases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) Authorized Use. The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) Compliance with Laws and Agreement. The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, regulations, and County rules and policies. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) Prohibited Conduct. The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) Rules and Restrictions. The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) County Representative. For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. This Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue leasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County's prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days' written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County's consent, such holdover shall be deemed unlawful, and the County may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. Default and Termination.

(a) Default. The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) Termination or Modification Due to Lack of Funding or Appropriation. The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar ($1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) The Premises shall remain available for use by the general public on a first-come, first-served basis at all times when not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;
- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the

Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at

its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) Damage to Premises. The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

(a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.

(b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or County-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.

(c) County-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.

(d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such

inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.

(e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

(a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.

(b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.

(c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the

Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, and the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions (collectively, the "County"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Athletic Association's use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

The County does not agree to and shall not indemnify the Athletic Association or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) Required Screenings. At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) Annual Certification. On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches,

assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) New Personnel. Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) Compliance with Law and County Requirements. The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) County Rights; Audit. Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play,

respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.

b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.
c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.
d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

a) The Athletic Association 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.
b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or

4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:	To County:
The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.	Clay County Parks and Recreation Attention: Parks and Recreation Director P.O. Box 1366 Green Cove Springs, FL 32043 Email: justin.pierce@claycountygov.com With a copy to: Clay County Attention: County Manager P.O. Box 1366 Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter 119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) The Athletic Association 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 Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

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

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. Taxes.

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

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

40. Remedies.

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

41. Governing Law and Venue.

This 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 this Agreement lies in Clay County, Florida.

42. Attorneys' Fees.

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. No Third Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

47. Attachments.

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

48. Entire Agreement.

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

KEYSTONE YOUTH SOCCER CLUB, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE LEASE OF COUNTY-OWNED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO KEYSTONE YOUTH SOCCER CLUB, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Clay County, Florida (the "County") owns certain real property known as Twin Lakes Community Park, located at 6065 Twin Lakes Road, Keystone Heights, FL 32656, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, Keystone Youth Soccer Club, Inc. (the "Athletic Association") is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current lessee of the Premises pursuant to a prior lease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the "Board") requesting approval to enter into a new Lease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to lease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Lease Agreement, in consideration of annual rent in the amount of One Dollar ($1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during the term of the Lease Agreement, and (4) the lease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the

County's entry into a new Lease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Lease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT

NON-EMPLOYEE INCIDENT REPORT FORM
Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

_____

Witness:

Name: _____ Phone #_____

Address: _____

_____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

_____

_____

Description of Incident or Accident

_____

_____

_____

_____

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

_____

_____

_____

Signature of Person Completing Form:_____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

Revision: 4/2015

ATTACHMENT 3
BACKGROUND SCREENING AFFIDAVIT

Clay County Athletic Association
Background Screening Affidavit

(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ ("Athletic Association"), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association's Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____

Print Name

Signature: _____
Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____.

(Notary Seal)

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

Clay County Agreement/Contract No. 2025/2026- _____

CLAY COUNTY PARK LEASE AGREEMENT
[Park: Omega Community Park]

This Clay County Park Lease Agreement ("Agreement") is entered into this ____ day of June, 2026, and is between Middleburg Association of Athletics, Inc., a Florida not-for-profit corporation ("Athletic Association") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County owns certain real property known as Omega Community Park, located at 4317 County Road 218, Middleburg, FL 32068, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently leases the Premises pursuant to a prior lease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue leasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may lease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the "Board") adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the lease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior lease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby leases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) Authorized Use. The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) Compliance with Laws and Agreement. The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, regulations, and County rules and policies. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) Prohibited Conduct. The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) Rules and Restrictions. The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) County Representative. For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. This Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue leasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County's prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days' written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County's consent, such holdover shall be deemed unlawful, and the County may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. Default and Termination.

(a) Default. The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) Termination or Modification Due to Lack of Funding or Appropriation. The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar ($1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) The Premises shall remain available for use by the general public on a first-come, first-served basis at all times when not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;
- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the

Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at

its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) Damage to Premises. The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

(a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.

(b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or County-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.

(c) County-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.

(d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such

inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.

(e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

(a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.

(b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.

(c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the

Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions (collectively, the "County"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Athletic Association's use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

The County does not agree to and shall not indemnify the Athletic Association or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) Required Screenings. At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) Annual Certification. On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches,

assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) New Personnel. Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) Compliance with Law and County Requirements. The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) County Rights; Audit. Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play,

respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.

b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.
c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.
d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

a) The Athletic Association 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.
b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or

4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:	To County:
The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.	Clay County Parks and Recreation Attention: Parks and Recreation Director P.O. Box 1366 Green Cove Springs, FL 32043 Email: justin.pierce@claycountygov.com With a copy to: Clay County Attention: County Manager P.O. Box 1366 Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter 119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) The Athletic Association 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 Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

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

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. Taxes.

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

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

40. Remedies.

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

41. Governing Law and Venue.

This 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 this Agreement lies in Clay County, Florida.

42. Attorneys' Fees.

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. No Third Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

47. Attachments.

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

48. Entire Agreement.

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

MIDDLEBURG ASSOCIATION OF ATHLETICS, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE LEASE OF COUNTY-OWNED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO MIDDLEBURG ASSOCIATION OF ATHLETICS, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Clay County, Florida (the "County") owns certain real property known as Omega Community Park located at 4317 County Road 218, Middleburg, FL 32068, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, Middleburg Association of Athletics, Inc. (the "Athletic Association") is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current lessee of the Premises pursuant to a prior lease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the "Board") requesting approval to enter into a new Lease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to lease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Lease Agreement, in consideration of annual rent in the amount of One Dollar ($1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during the term of the Lease Agreement, and (4) the lease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the

County's entry into a new Lease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Lease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT

NON-EMPLOYEE INCIDENT REPORT FORM
Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

_____

Witness:

Name: _____ Phone #_____

Address: _____

_____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

_____

_____

Description of Incident or Accident

_____

_____

_____

_____

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

_____

_____

_____

Signature of Person Completing Form:_____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

Revision: 4/2015

ATTACHMENT 3
BACKGROUND SCREENING AFFIDAVIT

Clay County Athletic Association
Background Screening Affidavit

(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ ("Athletic Association"), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association's Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____

Print Name

Signature: _____
Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____.

(Notary Seal)

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

Clay County Agreement/Contract No. 2025/2026- _____

CLAY COUNTY PARK LEASE AGREEMENT
[Park: Oakleaf Community Park]

This Clay County Park Lease Agreement ("Agreement") is entered into this ____ day of June, 2026, and is between Oakleaf Sports Association, Inc., a Florida not-for-profit corporation ("Athletic Association") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County owns certain real property known as Oakleaf Community Park, located at 3979 Plantation Oaks Blvd., Orange Park, FL 32065, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently leases the Premises pursuant to a prior lease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue leasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may lease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the "Board") adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the lease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior lease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby leases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) Authorized Use. The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) Compliance with Laws and Agreement. The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, regulations, and County rules and policies. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) Prohibited Conduct. The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) Rules and Restrictions. The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) County Representative. For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the "Effective Date"), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. This Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue leasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County's prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days' written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County's consent, such holdover shall be deemed unlawful, and the County may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. Default and Termination.

(a) Default. The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) Termination for Convenience. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) Termination or Modification Due to Lack of Funding or Appropriation. The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar ($1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) The Premises shall remain available for use by the general public on a first-come, first-served basis at all times when not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;
- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the

Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at

its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) Damage to Premises. The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

(a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.

(b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or County-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.

(c) County-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.

(d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such

inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.

(e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

(a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.

(b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.

(c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the

Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations
- $50,000 each occurrence for Damage to Rented Premises
- $5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds**." Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, and the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions (collectively, the "County"), from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys' fees and costs, arising out of or related to the Athletic Association's use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

The County does not agree to and shall not indemnify the Athletic Association or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) Required Screenings. At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) Annual Certification. On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches,

assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) New Personnel. Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) Compliance with Law and County Requirements. The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) County Rights; Audit. Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play,

respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.

b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.
c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.
d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

a) The Athletic Association 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.
b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or

4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:	To County:
The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.	Clay County Parks and Recreation Attention: Parks and Recreation Director P.O. Box 1366 Green Cove Springs, FL 32043 Email: justin.pierce@claycountygov.com With a copy to: Clay County Attention: County Manager P.O. Box 1366 Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter 119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) The Athletic Association 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 Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

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

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. Taxes.

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

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. Further Assurances.

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

40. Remedies.

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

41. Governing Law and Venue.

This 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 this Agreement lies in Clay County, Florida.

42. Attorneys' Fees.

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. No Third Party Beneficiaries.

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. Severability.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

47. Attachments.

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

48. Entire Agreement.

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

OAKLEAF SPORTS ASSOCIATION, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE LEASE OF COUNTY-OWNED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO OAKLEAF SPORTS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, Clay County, Florida (the "County") owns certain real property known as Oakleaf Community Park, located at 3979 Plantation Oaks Blvd., Orange Park, FL 32065, together with the recreational facilities and athletic fields situated thereon (the "Premises"); and

WHEREAS, Oakleaf Sports Association, Inc. (the "Athletic Association") is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current lessee of the Premises pursuant to a prior lease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the "Board") requesting approval to enter into a new Lease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to lease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Lease Agreement, in consideration of annual rent in the amount of One Dollar ($1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during the term of the Lease Agreement, and (4) the lease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the

County's entry into a new Lease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Lease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT

NON-EMPLOYEE INCIDENT REPORT FORM
Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

_____

Witness:

Name: _____ Phone #_____

Address: _____

_____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

_____

_____

Description of Incident or Accident

_____

_____

_____

_____

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

_____

_____

_____

Signature of Person Completing Form:_____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

Revision: 4/2015

ATTACHMENT 3
BACKGROUND SCREENING AFFIDAVIT

Clay County Athletic Association
Background Screening Affidavit

(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ ("Athletic Association"), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association's Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____

Print Name

Signature: _____
Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20____, by _____.

(Notary Seal)

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Administrative and
Contractual Services

SUBJECT:
First Amendment to Grant Agreement No. 2024/2025-53 (HL271) with State of Florida, Department of Commerce for the Regional Sports Complex Phase 2, updating the scope of work and extending the term through June 30, 2027. Grant award remains the same ($500,000.00).
Funding Source/Revenue:
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Regional Sports Complex / Sports Complex Phase II / State Grants – Culture and Recreation

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
This agreement amends Scope of Work to include reimbursement for 30%, 60%, and 90% design plans for cross-country course and reduces the scope of work by removing construction of 150 parking spaces.

Is Funding Required (Yes/No):
Yes

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

Funding Source/Revenue:
Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / Regional Sports Complex / Sports Complex Phase II / State Grants – Culture and Recreation
Account No:
FD3003-CC1233-PRJ100304-GR010175-RC334700

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Contracts_Grant Agreement - Sports Complex	Cover Memo	6/3/2026	Dept_of_State_Grant_Agreement_HL271-A1_Clay_Countydsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	6/3/2026 - 12:30 PM	Item Pushed to Agenda

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AMENDMENT ONE
TO AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

On December 6, 2024, the State of Florida, Department of Commerce ("Commerce") and the Clay County Board of County Commissioners ("Grantee"), entered into an Agreement for pre-construction design and planning for construction of a cross-country course as part of a larger project to develop and construct a multi-purpose youth sports complex Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D, Modification, of the Agreement provides that any amendment or modification to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A, Agreement Period, is hereby deleted in its entirety and replaced with the following:

   The Agreement is effective as of July 1, 2024 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2027 ("the Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

2. Sections DD, EE and FF are hereby added to the Agreement as follows:

   DD. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

   If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

   If applicable, prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

   EE. FOREIGN INFLUENCE

   In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift

received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

3. Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the revised Scope of Work attached hereto.

4. Attachment 2, Audit Requirements, is hereby deleted in its entirety and replaced with the revised Audit Requirements attached hereto.

5. Attachment 3, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the revised Audit Compliance Certification attached hereto.

6. All other terms and conditions remain in effect.

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IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement HL271 as amended. This Amendment is effective on the date the last party signs.

FLORIDA DEPARTMENT OF COMMERCE	**CLAY COUNTY BOARD OF COUNTY COMMISSIONERS**
By _____	**By** _____
Signature	Signature
J. Alex Kelly	**Kristen Burke**
Title **Secretary**	**Title** **Chairman**
Date _____	**Date** _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL

FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

ATTEST:

_____

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

ATTACHMENT 1

SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2024-2025 General Appropriations Act, Chapter 2024-231, line 2347A, appropriated Five Hundred Thousand Dollars and Zero Cents ($500,000.00) to the Clay County Board of County Commissioners ("Grantee") for pre-construction design and planning for construction of a cross-country course as part of a larger project to develop and construct a multi-purpose youth sports complex.

B. GRANTEE RESPONSIBILITIES: The Grantee shall complete designs and studies, including an Economic Feasibility Study and Site Plan, for construction of a cross-country course. Grantee shall provide copies of Site Plan, Economic Feasibility Study, and 30%, 60% and 90% design plans to Commerce's Agreement Manager.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Planning and Design of Cross-Country Course for Multi-purpose Sports Complex		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of a minimum of one (1) of the following tasks, evidenced by submission of documentation in accordance with Section B of this Scope of Work. 1. Site Plan for cross country course; 2. Economic Feasibility Study; 3. 30% design plans; 4. 60% design plans 5. 90% design plans; and 6. Invoice package in accordance with Section F of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment.
		Deliverable No. 1 - $500,000.00
TOTAL AWARD NOT TO EXCEED: $500,000.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within thirty (30) calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies**

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are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.

2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than sixty (60) calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Annual Report. If applicable, the Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce thirty (30) calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within sixty (60) calendar days of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D. above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one (1) invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.
   Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than sixty (60) calendar days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
   a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in

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the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D., Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

c. Supporting documentation of completion of task(s) in accordance with Section D., Deliverables, of this Scope of Work.

d. A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6).

e. A copy of all supporting documentation for vendor payments;

f. A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts, etc.); and

g. A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6).

3. Commerce may require any other information from Grantee that Commerce deems necessary to verify that the services have been rendered under the Agreement.

4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2024, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide with each quarterly report updates on the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D., Deliverables, will result in Commerce's

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assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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ATTACHMENT 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

Docusign Envelope ID: C27E447E-20E9-4C11-83C0-50D98FAAD632

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/19/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Hidden Waters 2026 Assessment Resolution	Resolution Letter	6/8/2026	Hidden_Water_2026_Annual_Assessment_Resolutiondsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 12:31 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2025/2026 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, RELATING TO THE IMPROVEMENT AND MAINTENANCE OF CERTAIN ROADS WITHIN THE HIDDEN WATERS ROADS MUNICIPAL SERVICE BENEFIT UNIT; IMPOSING ROAD IMPROVEMENT AND MAINTENANCE ASSESSMENTS AGAINST CERTAIN PROPERTIES LOCATED WITHIN THE HIDDEN WATERS ROADS MUNICIPAL SERVICE BENEFIT UNIT, WHICH IS LOCATED WITHIN THE UNINCORPORATED AREA OF CLAY COUNTY, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") of Clay County, Florida, enacted Ordinance No. 98-34 (the "Ordinance"), which readopted all of the substantive terms and provisions of Ordinance No. 97-18, and ratified and confirmed the adoption of Ordinance No. 97-18 and of all of the substantive terms and provisions thereof and all acts undertaken and resolutions adopted under the authority thereof, said Ordinance relating to the provision of roadway and appurtenant drainage improvements, services, facilities and programs within the Hidden Waters Roads Municipal Service Benefit Unit (the "Benefit Unit") created thereunder, and authorizing the imposition of Road Maintenance Assessments to fund the cost thereof against certain parcels of Assessable Property located therein; and,

WHEREAS, the imposition of Road Maintenance Assessments each Fiscal Year is an equitable and efficient method of allocating and apportioning the Service Cost among the parcels of Assessable Property located within the Benefit Unit; and,

WHEREAS, under the authority of the Ordinance the Board has initiated a road improvement and maintenance assessment program within the Benefit Unit using the tax bill collection method for the Fiscal Year beginning on October 1, 1997, following the methodology and requirements set forth in the Ordinance, to-wit: the Board, on July 16, 1997, adopted

Resolution No. 96/97-75 (the "Initial Assessment Resolution"), containing a brief and general description of the road improvement and maintenance services to be provided, describing the method of apportioning the Service Cost to compute the Road Maintenance Assessment for specific parcels of Assessable Property, designating a Maximum Assessment Rate, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance; and on August 12, 1997, the Board adopted Resolution No. 96/97-88 (the "Final Assessment Resolution") by which it levied the Road Maintenance Assessments and adopted the Assessment Roll computed and generated pursuant to the Initial Assessment Resolution; and,

WHEREAS, the imposition of a Road Maintenance Assessment each Fiscal Year is an equitable and efficient method of allocating and apportioning the Service Cost among the specific parcels of Assessable Property within the Benefit Unit; and,

WHEREAS, the Board desires to continue to provide a road improvement and maintenance assessment program within the Benefit Unit using the tax bill collection method for the Fiscal Year commencing October 1, 2026; and,

WHEREAS, pursuant to the terms of the Ordinance the Board is required to adopt an Annual Rate Resolution approving the Assessment Roll and establishing the assessment rate for the ensuing Fiscal Year; and,

WHEREAS, the Board has ascertained, determined and declared that during the Fiscal Year commencing October 1, 2026, each parcel of Assessable Property within the Benefit Unit will be benefited by the provision of the road improvement and maintenance services in an amount not less than the Road Maintenance Assessment for each such parcel, all as hereinafter provided; and,

WHEREAS, the benefits provided to each parcel of Assessable Property include by way of example and not limitation, the improvement of accessibility to the community therein of essential governmental services, including but not limited to, those for fire, rescue, law enforcement, school bus transportation, solid waste collection and postal service.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Authority. This Resolution is adopted pursuant to the Ordinance, Chapter 125, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the Fiscal Year commencing October 1, 2026. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. Road Improvement and Maintenance Services. Upon the imposition of Road Maintenance Assessments against parcels of Assessable Property located within the Benefit Unit, the County shall provide road improvement and maintenance services within the Benefit Unit for the benefit of each such parcel of Assessable Property. The Service Cost shall be paid from proceeds of the Road Maintenance Assessments.

Section 4. Road Maintenance Assessments.

(A) The parcels of Assessable Property described in the Assessment Roll, which is hereby approved and adopted, are hereby found to be specially benefited by the provision of the road improvement and maintenance services described herein and in the Initial Assessment Resolution and Final Assessment Resolution in the amount of the Road Maintenance Assessment set forth in the Assessment Roll, a copy of which was present at the meeting of the Board at which this Resolution was adopted, and is incorporated herein by reference.

(B) The method for computing Road Maintenance Assessments on the Assessment Roll, including the computations supporting the rate of assessment, is substantially the same as previously adopted by the Board in the Final Assessment Resolution, and is hereby approved. The computation of the Assessment for each Assessment Unit is set forth in Appendix A attached hereto, and the same is hereby approved.

(C) Neither the maximum assessment rate, the method of apportionment, the boundaries of the Benefit Unit, the purpose of the assessment, nor the use of the revenue generated by the assessment have been changed or substantially modified from that adopted under the Final Assessment Resolution.

(D) For the Fiscal Year commencing October 1, 2026, the Service Cost shall be allocated among all parcels of Assessable Property in the manner described in the Initial Assessment Resolution. An annual rate of assessment equal to $140.00 for each parcel of Assessable Property is hereby approved. Road Maintenance Assessments in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessable Property described in the Assessment Roll.

(E) Such Road Maintenance Assessments shall constitute a lien upon the parcels of Assessable Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(F) The Assessment Roll, as herein approved and adopted, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 5. Effect of Adoption of Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Road Maintenance Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the effective date of this Annual Rate Resolution.

Section 6. Effective Date. This Annual Rate Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners of Clay County, Florida, this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

BY: _____
Kristen Burke, Its Chairman

ATTEST:

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

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APPENDIX A

ASSESSMENT COMPUTATION

Hidden Waters 2026/2027 Budget
120 assessments

Revenue:		
Cash Carry Forward from previous year		$ 28,428.00
Assessment revenue		$ 16,800.00
Interest		$ 555.00
Reversions		$ -
Statutory 5% Budget Requirement		$ (867.75)
	Total	$ 44,915.25
Expenses:		
Collection Costs (2% tax collector Commission + administrative fees)		$ 840.00
Annual Maintenance		$ 13,500.00
Reserve		$ 30,575.25
	Total	$ 44,915.25
Assessment per parcel		**$ 140.00**

APPENDIX B

FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

HIDDEN WATERS ROADS MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above-described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels	2 AU Parcels	0 AU Parcels	TOTALS
Parcels	106	7	3	116
AU	106	14	0	120
$140.00/AU	$14,840	$1,960	$0	$16,800

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/19/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Oak Forest 2026 Annaul Assessment Letter Resolution	Resolution	6/8/2026	Oak_Forest_2026_Annual_Assessment_Resolution.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 12:30 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2025/2026 – ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, RELATING TO THE IMPROVEMENT AND MAINTENANCE OF CERTAIN ROADS WITHIN THE OAK FOREST ROADS MUNICIPAL SERVICE BENEFIT UNIT; IMPOSING ROAD IMPROVEMENT AND MAINTENANCE ASSESSMENTS AGAINST CERTAIN PROPERTIES LOCATED WITHIN THE OAK FOREST ROADS MUNICIPAL SERVICE BENEFIT UNIT, WHICH IS LOCATED WITHIN THE UNINCORPORATED AREA OF CLAY COUNTY, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") of Clay County, Florida, has enacted Ordinance No. 94-33 (the "Ordinance"), creating the Oak Forest Roads Municipal Service Benefit Unit (the "Benefit Unit") which authorizes the imposition of Road Maintenance Assessments against certain parcels of Assessable Property located therein; and,

WHEREAS, under the authority of the Ordinance the Board has initiated a road improvement and maintenance assessment program within the Benefit Unit using the tax bill collection method for the Fiscal Year beginning on October 1, 1994, following the methodology and requirements set forth in the Ordinance, to-wit: the Board, on July 12, 1994, adopted Resolution No. 93/94-100 (the "Initial Assessment Resolution"), containing a brief and general description of the road improvement and maintenance services to be provided, describing the method of apportioning the Service Cost to compute the Road Maintenance Assessment for specific parcels of Assessable Property, designating a Maximum Assessment Rate, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance; and on August 23, 1994, the Board adopted Resolution No. 93/94-125 (the "Final Assessment Resolution") by which it levied the Road Maintenance Assessments and adopted the Assessment Roll computed and generated pursuant to the Initial Assessment Resolution; and,

WHEREAS, the imposition of a Road Maintenance Assessment each Fiscal Year is an equitable and efficient method of allocating and apportioning the Service Cost among the specific parcels of Assessable Property within the Benefit Unit; and,

WHEREAS, the Board desires to continue to provide a road improvement and maintenance assessment program within the Benefit Unit using the tax bill collection method for the Fiscal Year commencing October 1, 2026; and,

WHEREAS, pursuant to the terms of the Ordinance the Board is required to adopt an Annual Rate Resolution approving the Assessment Roll and establishing the assessment rate for the ensuing Fiscal Year; and,

WHEREAS, the Board has ascertained, determined and declared that during the Fiscal Year commencing October 1, 2026, each parcel of Assessable Property within the Benefit Unit will be benefited by the provision of the road improvement and maintenance services in an amount not less than the Road Maintenance Assessment for each such parcel, all as hereinafter provided; and,

WHEREAS, the benefits provided to each parcel of Assessable Property include by way of example and not limitation, the improvement of accessibility to the community therein of essential governmental services, including but not limited to, those for fire, rescue, law enforcement, school bus transportation, solid waste collection and postal service.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Authority. This Resolution is adopted pursuant to the Ordinance, Chapter 125, Florida Statutes, and other applicable provisions of law.

Section 2. Definitions and Interpretation. This Resolution constitutes the Annual Rate Resolution as defined in the Ordinance for the Fiscal Year commencing October 1, 2026. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution.

Section 3. Road Improvement and Maintenance Services. Upon the imposition of Road Maintenance Assessments against parcels of Assessable Property located within the Benefit Unit, the County shall provide road improvement and maintenance services within the Benefit Unit for the benefit of each such parcel of Assessable Property. The Service Cost shall be paid from proceeds of the Road Maintenance Assessments.

Section 4. Road Maintenance Assessments.

(A) The parcels of Assessable Property described in the Assessment Roll, which is hereby approved and adopted, are hereby found to be specially benefited by the provision of the road improvement and maintenance services described herein and in the Initial Assessment Resolution and Final Assessment Resolution in the amount of the Road Maintenance Assessment set forth in the Assessment Roll, a copy of which was present at the meeting of the Board at which this Resolution was adopted, and is incorporated herein by reference.

(B) The method for computing Road Maintenance Assessments on the Assessment Roll, including the computations supporting the rate of assessment is substantially the same as previously adopted by the Board in the Final Assessment Resolution, and is hereby approved. The computation of the assessment for each Assessment Unit is set forth in Appendix A attached hereto, and the same is hereby approved.

(C) Neither the maximum assessment rate, the method of apportionment, the boundaries of the Benefit Unit, the purpose of the assessment, nor the use of the revenue generated by the assessment have been changed or substantially modified from that adopted under the Final Assessment Resolution.

(D) For the Fiscal Year commencing October 1, 2026, the Service Cost shall be allocated among all parcels of Assessable Property in the manner described in the Initial Assessment Resolution. An annual rate of assessment equal to $229.00 for each unit of Assessable Property is hereby approved. Road Maintenance Assessments in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessable Property described in the Assessment Roll.

(E) Such Road Maintenance Assessments shall constitute a lien upon the parcels of Assessable Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(F) The Assessment Roll, as herein approved and adopted, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

Section 5. Effect of Adoption of Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Road Maintenance Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the effective date of this Annual Rate Resolution.

Section 6. Effective Date. This Annual Rate Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners of Clay County, Florida, this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

ATTEST: BY: _____
Kristen Burke, Chairman

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

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APPENDIX A

ASSESSMENT COMPUTATION

Oak Forest 2026/2027 Budget
195 assessments

Revenue:		
Cash Carry Forward from previous year		$ 41,421.00
Assessment revenue		$ 44,655.00
Interest		$ 918.00
Reversions		$ -
Statutory 5% Budget Requirement		$ (2,278.65)
	Total	$ 84,715.35
Expenses:		
Collection Costs (2% tax collector commission + administrative fees)		$ 2,232.75
Annual Maintenance		$ 40,001.25
Reserve		$ 42,481.35
	Total	$ 84,715.35
Assessment per parcel		**$ 229.00**

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

OAK FOREST ROADS MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above-described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

By:_____
Stephanie Davis
Chief Tax Officer

ATTEST:

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

	1 AU Parcels	2 AU Parcels	3 AU Parcels	0 AU Parcels	TOTALS
Parcels	180	6	1	1	188
AU	180	12	3	0	195
$229/AU	$41,220.00	$2,748.00	$687.00	$0	$44,655.00

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Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/20/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Blue Jay 2026 Annual Rate Resolution	Resolution Letter	6/8/2026	Blue_Jay_2026_Annual_Rate_Resolution.pdfdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 12:31 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2025/2026 – ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, RELATING TO THE IMPROVEMENT AND MAINTENANCE OF CERTAIN ROADS WITHIN THE BLUE JAY ROADS MUNICIPAL SERVICE BENEFIT UNIT; IMPOSING ROAD IMPROVEMENT AND MAINTENANCE ASSESSMENTS AGAINST CERTAIN PROPERTIES LOCATED WITHIN THE BLUE JAY ROADS MUNICIPAL SERVICE BENEFIT UNIT, WHICH IS LOCATED WITHIN THE UNINCORPORATED AREA OF CLAY COUNTY, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, the Board adopted the Capital Project and Related Service Assessment Ordinance, Ordinance No. 03-69 (the "Ordinance"), to provide for the creation of Assessment Areas and authorize the imposition of special assessments to fund the construction of Local Improvements and the provision of Related Services to property located within said Assessment Areas; and,

WHEREAS, pursuant to the Ordinance, the Board created and imposed special assessments to fund the cost of Grading and Maintenance Services within the Blue Jay Drive Municipal Service Benefit Unit (the "MSBU") on August 26, 2003, with the adoption of the Final Assessment Resolution for Maintenance Assessments in the Blue Jay Drive Municipal Service Benefit Unit, Resolution No. 02/03-86 (the "Final Assessment Resolution"); and,

WHEREAS, pursuant to the provisions of the Ordinance, the Board is required to adopt an Annual Assessment Resolution for each fiscal year to approve the Assessment Roll for such fiscal year and to establish the Assessment for each of the Tax Parcels shown thereon; and,

WHEREAS, this Resolution is adopted as the Annual Assessment Resolution for the approval of the Maintenance Services Assessment Roll for the Fiscal Year beginning October 1, 2026, and for the establishment and imposition of the Assessment for each of the Tax Parcels shown thereon; and,

WHEREAS, the Assessment Coordinator designated under the Initial Assessment Resolution for Maintenance Assessments in the Blue Jay Drive Municipal Service Benefit Unit, Resolution No. 02/03-74 (the "Initial Assessment Resolution"), has prepared a 2026 preliminary Maintenance Services Assessment Roll conforming to the requirements of the Ordinance and Section 2.02 of the Initial Assessment Resolution; and,

WHEREAS, on August 25, 2009, following a public hearing duly noticed as required by the terms of the Ordinance, the Board adopted Resolution No. 08/09-77 (the "FY 08/09 Annual Assessment Resolution"), by which it established the maximum Assessment rate that can be but is not required to be assessed and apportioned among benefited properties in each Fiscal Year subsequent to the Fiscal Year beginning October 1, 2009, without additional notice to the property owners; and,

WHEREAS, the Board has deemed it to be in the best interests of the citizens and residents within the MSBU that Assessments to fund the Assessed Cost of the Grading and Maintenance Services therein continue to be imposed for the Fiscal Year beginning October 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 3. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, and the Final Assessment Resolution unless the context clearly indicates an alternative meaning.

SECTION 4. ANNUAL ASSESSMENTS TO FUND GRADING AND MAINTENANCE SERVICES.

(A) Each of the Tax Parcels described in the 2026 preliminary Maintenance Services Assessment Roll is hereby found to be specially benefited by the provision of the Grading and Maintenance Services in the amount of the annual Assessment set forth therefor in the 2026 preliminary Maintenance Services Assessment Roll. The methodology set forth in Section 3.02 of the Initial Assessment Resolution, as confirmed by the Final Assessment Resolution, for computing the annual Assessments is hereby approved and found to be a fair and reasonable method of apportioning the Assessed Cost among the benefited properties. For the Fiscal Year beginning October 1, 2026, the rate of Assessment for each Lot, which constitutes the Assessment Unit pursuant to the Ordinance, shall be $125. The computation of the rate of the Assessment for each Assessment Unit is set forth in Appendix A attached hereto, and the same is hereby approved.

(B) The annual Assessments computed in the manner set forth in the Initial Assessment Resolution, as confirmed by the Final Assessment Resolution, at the rate set forth in subsection (A), are hereby levied and reimposed on all Tax Parcels described in the 2026 preliminary Maintenance Services Assessment Roll.

(C) As provided in Section 2.04 of the Ordinance, and as established under the FY 08/09 Annual Assessment Resolution, the maximum Assessment rate, as computed in the manner set forth in the Initial Assessment Resolution, that can be but is not required to be assessed and apportioned among benefited properties in each Fiscal Year subsequent to the Fiscal Year beginning October 1, 2009, without additional notice to the property owners is $125 per Lot.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The 2026 preliminary Maintenance Services Assessment Roll as prepared by and on file with the Assessment Coordinator for Grading and Maintenance Services within the MSBU, which includes the annual Assessment amounts for each Tax Parcel within the MSBU shown thereon for the Fiscal Year beginning October 1, 2026, is hereby approved as the 2026 final Maintenance Services Assessment Roll.

SECTION 6. ASSESSMENT LIENS. Upon the adoption of this Resolution, the Assessments imposed within the MSBU hereunder as shown on the 2026 preliminary Maintenance Services Assessment Roll shall constitute a lien against each of the Tax Parcels shown thereon equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the Board of this Resolution and shall attach to the property included on the final Maintenance Services Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 7. COLLECTION OF ASSESSMENTS. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of this Resolution, and pursuant to the Ordinance, the Assessment Coordinator shall cause the certification and delivery of the final Maintenance Services Assessment Roll to the Tax Collector by September 15,

2026, in the manner prescribed by the Uniform Assessment Collection Act. The final Maintenance Services Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 8. CONFLICTS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. EFFECT OF FINAL RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein, including, but not limited to, the method by which the Assessments are computed, the final Maintenance Services Assessment Roll, the annual Assessment amount, the levy and lien of the Assessments, and the special benefit to assessed property, unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board's action adopting this Annual Assessment Resolution.

SECTION 10. SEVERABILITY. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid for any reason or cause, in part or application, the remaining portions of this Resolution shall remain in full force and effect and be valid as if such unconstitutional or invalid portion thereof had not been incorporated herein.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

DULY ADOPTED this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

ATTEST:

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

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APPENDIX A

ASSESSMENT COMPUTATION

Blue Jay 2026/2027 Budget
459 assessments

Revenue:		
Cash Carry Forward from previous year		$ 27,484.00
Assessment revenue		$ 57,375.00
Interest		$ 676.00
Reversions		$ -
Statutory 5% Budget Requirement		$ (2,902.55)
	Total	$ 82,632.45
Expenses:		
Collection Costs (2% tax collector commission + administrative fees)		$ 2,868.75
Annual Maintenance		$ 49,994.25
Reserve		$ 29,769.45
	Total	$ 82,632.45
Assessment per parcel		**$ 125.00**

APPENDIX B

FORM OF CERTIFICATE TO NON-AD VALOREM ASSESSMENT

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

BLUE JAY ROADS MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels	2 AU Parcels	3 AU Parcels	4 AU Parcels	5 AU Parcels	TOTALS
Parcels	385	24	3	3	1	416
AU	385	48	9	12	5	459
$125.00/ AU	$48,125.00	$6,000.00	$1,125.00	$1,500.00	$625.00	$57,375.00

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/20/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Certificate for Black Creek Hills MSBU	Agreement/Contract	6/4/2026	BLACK_CREEK_HILLS_Certificate_2026dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 12:31 PM	Item Pushed to Agenda

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

BLACK CREEK HILLS WATER SYSTEM MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

By:_____
Stephanie Davis
Chief Tax Officer

ATTEST:

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

	1 AU Parcels	2 AU Parcels	Totals
Parcels	51	2	53
AU	51	4	55
$210.44/ AU	$10,732.44	$841.76	$11,574.20

F:\MHS\Msbu\black creek hills\2026\BLACK CREEK HILLS Certificate 2026.docx

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/20/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	FY26-27 Annual Rate Resolution- Previous Subdivisions	Resolution Letter	6/4/2026	2026_Annual_Rate_Resolution_Previous_Subdivisionsdsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 12:32 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2025/2026 – ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, RELATING TO THE PROVISION OF SUBDIVISION ROADS MAINTENANCE AND RESURFACING SERVICES WITHIN THE SUBDIVISION ROADS MAINTENANCE MUNICIPAL SERVICE BENEFIT UNIT; IMPOSING THE SUBDIVISION MAINTENANCE ASSESSMENTS AGAINST PROPERTIES LOCATED WITHIN THE SUBDIVISION ROADS MAINTENANCE MUNICIPAL SERVICE BENEFIT UNIT, WHICH IS LOCATED WITHIN THE UNINCORPORATED AREA OF CLAY COUNTY, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, the Board adopted the Capital Project and Related Service Assessment Ordinance, Ordinance No. 03-69 (the "Ordinance"), to provide for the creation of Assessment Areas and authorize the imposition of special assessments to fund the construction of Local Improvements and the provision of Related Services to property located within said Assessment Areas; and,

WHEREAS, pursuant to the Ordinance, the Board created and imposed special assessments to fund the cost of Subdivision Road Maintenance Services within the Subdivision Roads Maintenance Municipal Service Benefit Unit (the "MSBU") on August 25, 2020, with the adoption of the Final Assessment Resolution for Subdivision Roads Maintenance Municipal Service Benefit Unit, Resolution No. 19/20-95 (the "Final Assessment Resolution"); and,

WHEREAS, pursuant to the Ordinance, the Board has imposed special assessments, computed and generated pursuant to adopted Initial Assessment Resolutions, on tax parcels within subdivisions located in the Assessment Area with the adoption of Final Assessment Resolutions

for the Subdivision Roads Maintenance Municipal Service Benefit Unit: Resolution No. 19/20-95 on August 25, 2020, Resolution No. 20/21-114 on August 24, 2021, Resolution No. 21/22-70 on August 23, 2022, Resolution No. 22/23-70 on August 22, 2023, and Resolution No. 23/24-91 on August 27, 2024 (the "Final Assessment Resolutions"); and,

WHEREAS, on August 23, 2022, following a public hearing duly noticed as required by the terms of the Ordinance, the Board adopted Resolution No. 21/22-71 (the "FY 2022/23 Annual Rate Assessment Resolution") by which it reestablished certain maximum assessment rates for certain tax parcels within subdivisions located in the Assessment Area, which maximum rates had been previously designated in the adopted Initial Assessment Resolutions, and which can be, but are not required to be, assessed and apportioned among benefitted properties in each Fiscal Year subsequent to the Fiscal Year beginning October 1, 2022, without additional notice to the property owners; and

WHEREAS, pursuant to the provisions of the Ordinance, the Board is required to adopt an Annual Assessment Resolution for each fiscal year to approve the Assessment Roll for such fiscal year and to establish the Assessment for each of the Tax Parcels shown thereon; and,

WHEREAS, this Resolution is adopted as the Annual Assessment Resolution for the approval of the Subdivision Roads Maintenance Assessment Roll for the Fiscal Year beginning October 1, 2026, and for the establishment and imposition of the Assessment for each of the Tax Parcels shown thereon; and,

WHEREAS, the Assessment Coordinator designated under the Initial Assessment Resolutions for Subdivision Roads Maintenance assessments in the Subdivision Roads Maintenance Municipal Service Benefit Unit, Resolution No. 19/20-81, Resolution No. 20/21-79, Resolution No. 21/22-49A, Resolution No. 22/23-47 and Resolution 23/24-60 (the "Initial

Assessment Resolutions"), has prepared a 2026 preliminary Subdivision Roads Maintenance Assessment Roll conforming to the requirements of the Ordinance and Section 2.02 of the Initial Assessment Resolutions; and,

WHEREAS, the Board has deemed it to be in the best interests of the citizens and residents within the MSBU that Assessments to fund the Assessed Cost of the Subdivision Roads Maintenance Services therein continue to be imposed for the Fiscal Year beginning October 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Ordinance, the Initial Assessment Resolutions, the Final Assessment Resolutions, Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 3. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meanings defined in the Ordinance, the Initial Assessment Resolutions, and the Final Assessment Resolutions unless the context clearly indicates an alternative meaning.

SECTION 4. ANNUAL ASSESSMENTS TO FUND SUBDIVISION ROADS MAINTENANCE SERVICES.

(A) Each of the Tax Parcels described in the 2026 preliminary Subdivision Roads Maintenance Assessment Roll is hereby found to be specially benefited by the provision of the Subdivision Roads Maintenance Services in the amount of the annual Assessment set forth therefor

in the 2026 preliminary Subdivision Roads Maintenance Assessment Roll. The methodology set forth in Section 3.02 of the Initial Assessment Resolutions, as confirmed by the Final Assessment Resolutions, for computing the annual Assessments is hereby approved and found to be a fair and reasonable method of apportioning the Assessed Cost among the benefited properties. For the Fiscal Year beginning October 1, 2026, the rate of Assessment for each Lot, which constitutes the Assessment Unit pursuant to the Ordinance, is as follows:

(1) Silver Oak Estates; $367.43 per Tax Parcel.

(2) Oakland Hills at Eagle Landing and Oakland Hills at Eagle Landing Replat; $205.30 per Tax Parcel.

(3) Pine Ridge West; $164.70 per Tax Parcel.

(4) Azalea Ridge Unit 3; $178.75 per Tax Parcel.

(5) Cameron Oaks Phase 1 and Cameron Oaks Phase 2; $185.27 per Tax Parcel.

(6) Kindlewood Phase 3 and 3A; $86.44 per Tax Parcel.

(7) Somerset; $186.16 per Tax Parcel.

(8) Eagle Rock at Eagle Landing; $193.95 per Tax Parcel.

(9) Reserve at Eagle Harbor; $189.55 per Tax Parcel.

(10) Village Park 1A and 1B; $286.38 per Tax Parcel.

(11) Royal Pointe 2B; $250.94 per Tax Parcel.

(12) Eagle Landing at Oakleaf Plantation Phase 5B; $197.00 per Tax Parcel.

(13) Willow Springs Phase 1; $239.15 per Tax Parcel.

(14) Greyhawk Unit 2; $154.27 per Tax Parcel.

(15) Greyhawk Unit 3A; $231.55 per Tax Parcel.

(16) Greyhawk Unit 3B Bloomfield Court; $119.60 per Tax Parcel.

(17) Greyhawk Unit 3B Cloverdale Court; $134.64 per Tax Parcel.

(18) Greyhawk Unit 3B Pondside Court; $156.85 per Tax Parcel.

(19) Cameron Oaks Phase 3 Evers Cove and Riley Road; $176.99 per Tax Parcel.

(20) Cameron Oaks Phase 3 Belen Court; $162.09 per Tax Parcel.

(21) Grove Pointe at Oakleaf Phase 1 and Phase 2; $177.45 per Tax Parcel.

(22) Village Park Unit 1-C; $409.17 per Tax Parcel.

(23) Willow Springs Phase 2; $315.36 per Tax Parcel.

(24) Willow Springs Phase 3; $255.51 per Tax Parcel.

(25) Foxmeadow Unit 8-A; $543.04 per Tax Parcel.

(26) Rolling Hills Unit Two-A; $378.98 per Tax Parcel.

(27) Bradley Creek Crossing Unit 1; $330.06 per Tax Parcel.

(28) Shadow Crest at Rolling Hills; $235.24 per Tax Parcel.

(29) Rolling Hills Unit Two-B; $401.44 per Tax Parcel.

(30) Double Branch; $543.64 per Tax Parcel.

(31) Bradley Creek Crossing Unit 2; $450.34 per Tax Parcel.

The computation of the rate of the Assessment for each Assessment Unit is set forth in Appendix A attached hereto, and the same is hereby approved.

(B) The annual Assessments computed in the manner set forth in the Initial Assessment Resolutions, as confirmed by the Final Assessment Resolutions, at the rate set forth in subsection (A), are hereby levied and re-imposed on all Tax Parcels described in the 2026 preliminary Subdivision Roads Maintenance Assessment Roll.

(C) As provided in Section 2.04 of the Ordinance, the maximum Assessment rates, as computed and generated in the manner set forth in the Initial Assessment Resolutions and as reset in part by the Fiscal Year 2022/23 Annual Rate Assessment Resolution, that can be, but are not

required to be, assessed and apportioned among benefited properties without additional notice to the property owners are as follows:

(1) Silver Oak Estates; $643.00 per Tax Parcel.

(2) Oakland Hills at Eagle Landing and Eagle Landing and Oakland Hills at Eagle Landing Replat; $211.00 per Tax Parcel.

(3) Pine Ridge West; $288.23 per Tax Parcel.

(4) Azalea Ridge Unit 3; $312.81 per Tax Parcel.

(5) Cameron Oaks Phase 1 and Cameron Oaks Phase 2; $324.22 per Tax Parcel.

(6) Kindlewood Phase 3 and 3A; $104.00 per Tax Parcel.

(7) Somerset; $325.78 per Tax Parcel.

(8) Eagle Rock at Eagle Landing; $223.00 per Tax Parcel.

(9) Reserve at Eagle Harbor; $252.00 per Tax Parcel

(10) Village Park 1A and 1B; $289.00 per Tax Parcel

(11) Royal Pointe 2B; $261.00 per Tax Parcel

(12) Eagle Landing at Oakleaf Plantation Phase 5B; $197.00 per Tax Parcel

(13) Willow Springs Phase 1; $275.00 per Tax Parcel

(14) Greyhawk Unit 2; $183.00 per Tax Parcel

(15) Greyhawk Unit 3A; $253.00 per Tax Parcel

(16) Greyhawk Unit 3B Bloomfield Court; $140.00 per Tax Parcel

(17) Greyhawk Unit 3B Cloverdale Court; $155.00 per Tax Parcel

(18) Greyhawk Unit 3B Pondside Court; $176.00 per Tax Parcel

(19) Cameron Oaks Phase 3 Evers Cove and Riley Road; $200.00 per Tax Parcel

(20) Cameron Oaks Phase 3 Belen Court; $186.00 per Tax Parcel

(21) Grove Pointe at Oakleaf Phase 1 and Phase 2; $310.54 per Tax Parcel.

(22) Village Park Unit 1-C; $716.05 per Tax Parcel.

(23) Willow Springs Phase 2; $551.88 per Tax Parcel.

(24) Willow Springs Phase 3; $447.14 per Tax Parcel.

(25) Foxmeadow Unit 8-A; $950.32 per Tax Parcel.

(26) Rolling Hills Unit Two-A; $663.22 per Tax Parcel.

(27) Bradley Creek Crossing Unit 1; $577.61 per Tax Parcel.

(28) Shadow Crest at Rolling Hills; $411.67 per Tax Parcel.

(29) Rolling Hills Unit Two-B; $702.52 per Tax Parcel.

(30) Double Branch; $815.46 per Tax Parcel.

(31) Bradley Creek Crossing Unit 2; $675.51 per Tax Parcel.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The 2026 preliminary Subdivision Roads Maintenance Assessment Roll as prepared by and on file with the Assessment Coordinator for Subdivision Roads Maintenance Services within the MSBU, which includes the annual Assessment amounts for each Tax Parcel within the MSBU shown thereon for the Fiscal Year beginning October 1, 2026, is hereby approved as the 2026 final Subdivision Roads Maintenance Assessment Roll.

SECTION 6. ASSESSMENT LIENS. Upon the adoption of this Resolution, the Assessments imposed within the MSBU hereunder as shown on the 2026 preliminary Subdivision Roads Maintenance Assessment Roll shall constitute a lien against each of the Tax Parcels shown thereon equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid. The lien shall be deemed perfected upon adoption by the Board of this Resolution and shall attach to the property included

on the final Subdivision Roads Maintenance Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

SECTION 7. COLLECTION OF ASSESSMENTS. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of this Resolution, and pursuant to the Ordinance, the Assessment Coordinator shall cause the certification and delivery of the final Subdivision Roads Maintenance Assessment Roll to the Tax Collector by September 15, 2026, in the manner prescribed by the Uniform Assessment Collection Act. The final Subdivision Roads Maintenance Assessment Roll, as delivered to the Tax Collector, shall be accompanied by the Certificates to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Composite Appendix B.

SECTION 8. CONFLICTS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. EFFECT OF FINAL RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein, including, but not limited to, the method by which the Assessments are computed, the final Subdivision Roads Maintenance Assessment Roll, the annual Assessment amount, the levy and lien of the Assessments, and the special benefit to assessed property, unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board's action adopting this Annual Assessment Resolution.

SECTION 10. SEVERABILITY. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid for any reason or cause, in part or application, the remaining portions of this Resolution shall

remain in full force and effect and be valid as if such unconstitutional or invalid portion thereof had not been incorporated herein.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

F:\Ordinances\Subdivision\Subdivision road maintenance MSBU\2026\Existing Subdivisions\2026 Annual Rate Resolution Previous Subdivisions.docx

APPENDIX A
ASSESSMENT COMPUTATION

Silver Oak Estates - 16 Parcels

Initial Year of Assessment 2020/2021

Total Assessed Cost FY 2026/2027	**$5,878.88**
Assessment per parcel (16)	**$367.43**

REVENUE		
Cash Carry Forward		$28,969.00
Estimated Revenues (Assessment + Interest)		$6,330.88
Reversions		$0.00
Statutory 5% Budget Requirement		($316.54)
	Balance Forward	**$34,983.34**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$293.94
Annual Maintenance		$1,143.47
Reserves - Maintenance		$6,627.00
Reserves - Future Resurfacing		$26,918.92
	Total Expenditures	**$34,983.34**

Fiscal Year 2026/2027 Assessment	**$367.43**
Fiscal Year 2026/2027 Total Collection	**$5,878.88**

Oakland Hills at Eagle Landing and Oakland Hills at Eagle Landing Replat- 69 Parcels

Initial Year of Assessment 2020/2021

Total Assessed Cost FY 2026/2027	**$14,165.70**
Assessment per parcel (69)	**$205.30**

REVENUE		
Cash Carry Forward		$72,443.00
Estimated Revenues (Assessment + Interest)		$15,293.70
Reversions		$0.00
Statutory 5% Budget Requirement		($764.69)
	Balance Forward	**$86,972.02**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$708.29
Annual Maintenance		$2,736.72
Reserves - Maintenance		$18,470.00
Reserves - Future Resurfacing		$65,057.01
	Total Expenditures	**$86,972.02**

Fiscal Year 2026/2027 Assessment	**$205.30**
Fiscal Year 2026/2027 Total Collection	**$14,165.70**

Pine Ridge West - 113 Parcels

Initial Year of Assessment 2020/2021

Total Assessed Cost FY 2026/2027	**$18,611.10**
Assessment per parcel (113)	**$164.70**

REVENUE	
Cash Carry Forward	$93,827.00
Estimated Revenues (Assessment + Interest)	$20,082.10
Reversions	$0.00
Statutory 5% Budget Requirement	($1,004.11)
Balance Forward	**$112,905.00**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$930.56
Annual Maintenance	$4,050.00
Reserves - Maintenance	$25,231.00
Reserves - Future Resurfacing	$82,693.44
Total Expenditures	**$112,905.00**

Fiscal Year 2026/2027 Assessment	**$164.70**
Fiscal Year 2026/2027 Total Collection	**$18,611.10**

Azalea Ridge Unit 3 - 92 Parcels

Initial Year of Assessment 2020/2021

Total Assessed Cost FY 2026/2027	**$16,445.00**
Assessment per parcel (92)	**$178.75**

REVENUE	
Cash Carry Forward	$81,789.00
Estimated Revenues (Assessment + Interest)	$17,723.00
Reversions	$0.00
Statutory 5% Budget Requirement	($886.15)
Balance Forward	**$98,625.85**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$822.25
Annual Maintenance	$3,575.00
Reserves - Maintenance	$17,075.00
Reserves - Future Resurfacing	$77,153.60
Total Expenditures	**$98,625.85**

Fiscal Year 2026/2027 Assessment	**$178.75**
Fiscal Year 2026/2027 Total Collection	**$16,445.00**

Cameron Oaks Phase 1 and Cameron Oaks Phase 2 - 91 Parcels

Initial Year of Assessment 2020/2021

Total Assessed Cost FY 2026/2027	**$16,859.57**
Assessment per parcel (91)	**$185.27**

REVENUE	
Cash Carry Forward	$82,795.00
Estimated Revenues (Assessment + Interest)	$18,153.57
Reversions	$0.00
Statutory 5% Budget Requirement	($907.68)
Balance Forward	**$100,040.89**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$842.98
Annual Maintenance	$6,581.48
Reserves - Maintenance	$34,939.00
Reserves - Future Resurfacing	$57,677.43
Total Expenditures	**$100,040.89**

Fiscal Year 2026/2027 Assessment	**$185.27**
Fiscal Year 2026/2027 Total Collection	**$16,859.57**

Kindlewood Phase 3 and 3A - 79 Parcels

Initial Year of Assessment 2020/2021

Total Assessed Cost FY 2026/2027	**$6,828.76**
Assessment per parcel (79)	**$86.44**

REVENUE	
Cash Carry Forward	$35,151.00
Estimated Revenues (Assessment + Interest)	$7,394.76
Reversions	$30.00
Statutory 5% Budget Requirement	($369.74)
Balance Forward	**$42,206.02**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$341.44
Annual Maintenance	$1,514.40
Reserves - Maintenance	$13,586.00
Reserves - Future Resurfacing	$26,764.18
Total Expenditures	**$42,206.02**

Fiscal Year 2026/2027 Assessment	**$86.44**
Fiscal Year 2026/2027 Total Collection	**$6,828.76**

Somerset - 101 Parcels

Initial Year of Assessment 2020/2021

Total Assessed Cost FY 2026/2027	**$18,802.16**
Assessment per parcel (101)	**$186.16**

REVENUE		
Cash Carry Forward		$93,227.00
Estimated Revenues (Assessment + Interest)		$20,264.16
Reversions		$0.00
Statutory 5% Budget Requirement		($1,013.21)
	Balance Forward	**$112,477.95**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$940.11
Annual Maintenance		$4,192.79
Reserves - Maintenance		$24,578.00
Reserves - Future Resurfacing		$82,767.05
	Total Expenditures	**$112,477.95**

Fiscal Year 2026/2027 Assessment	**$186.16**
Fiscal Year 2026/2027 Total Collection	**$18,802.16**

Eagle Rock at Eagle Landing - 85 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$16,485.75**
Assessment per parcel (85)	**$193.95**

REVENUE	
Cash Carry Forward	$75,035.00
Estimated Revenues (Assessment + Interest)	$17,642.75
Reversions	$72.00
Statutory 5% Budget Requirement	($882.14)
Balance Forward	**$91,867.61**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$824.29
Annual Maintenance	$3,505.39
Reserves - Maintenance	$27,369.00
Reserves - Future Resurfacing	$60,168.94
Total Expenditures	**$91,867.61**

Fiscal Year 2026/2027 Assessment	**$193.95**
Fiscal Year 2026/2027 Total Collection	**$16,485.75**

Reserve at Eagle Harbor - 49 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$9,287.95**
Assessment per parcel (49)	**$189.55**

REVENUE	
Cash Carry Forward	$42,989.00
Estimated Revenues (Assessment + Interest)	$9,955.95
Reversions	$40.00
Statutory 5% Budget Requirement	($497.80)
Balance Forward	**$52,487.15**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$464.40
Annual Maintenance	$3,299.47
Reserves - Maintenance	$13,922.47
Reserves - Future Resurfacing	$34,800.82
Total Expenditures	**$52,487.15**

Fiscal Year 2026/2027 Assessment	**$189.55**
Fiscal Year 2026/2027 Total Collection	**$9,287.95**

Village Park 1A and 1B - 102 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$29,210.76**
Assessment per parcel (102)	**$286.38**

REVENUE		
Cash Carry Forward		$116,884.00
Estimated Revenues (Assessment + Interest)		$31,203.76
Reversions		$127.00
Statutory 5% Budget Requirement		($1,560.19)
	Balance Forward	**$146,654.57**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$1,460.54
Annual Maintenance		$5,431.29
Reserves - Maintenance		$28,873.00
Reserves - Future Resurfacing		$110,889.74
	Total Expenditures	**$146,654.57**

Fiscal Year 2026/2027 Assessment	**$286.38**
Fiscal Year 2026/2027 Total Collection	**$29,210.76**

Royal Pointe 2B - 58 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$14,554.52**
Assessment per parcel (58)	**$250.94**

REVENUE		
Cash Carry Forward		$65,052.00
Estimated Revenues (Assessment + Interest)		$15,559.52
Reversions		$64.00
Statutory 5% Budget Requirement		($777.98)
	Balance Forward	**$79,897.54**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$727.73
Annual Maintenance		$2,473.15
Reserves - Maintenance		$16,944.00
Reserves - Future Resurfacing		$59,752.67
	Total Expenditures	**$79,897.54**

Fiscal Year 2026/2027 Assessment	**$250.94**
Fiscal Year 2026/2027 Total Collection	**$14,554.52**

Eagle Landing at Oakleaf Plantation Phase 5B - 93 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$18,321.00**
Assessment per parcel (93)	**$197.00**

REVENUE	
Cash Carry Forward	$80,089.00
Estimated Revenues (Assessment + Interest)	$19,567.00
Reversions	$80.00
Statutory 5% Budget Requirement	($978.35)
Balance Forward	**$98,757.65**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$916.05
Annual Maintenance	$4,580.25
Reserves - Maintenance	$19,902.25
Reserves - Future Resurfacing	$73,359.10
Total Expenditures	**$98,757.65**

Fiscal Year 2026/2027 Assessment	**$197.00**
Fiscal Year 2026/2027 Total Collection	**$18,321.00**

Willow Springs Phase 1 - 150 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$35,872.50**
Assessment per parcel (150)	**$239.15**

REVENUE		
Cash Carry Forward		$159,773.00
Estimated Revenues (Assessment + Interest)		$38,373.50
Reversions		$156.00
Statutory 5% Budget Requirement		($1,918.68)
	Balance Forward	**$196,383.83**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$1,793.63
Annual Maintenance		$11,110.45
Reserves - Maintenance		$59,106.00
Reserves - Future Resurfacing		$124,373.75
	Total Expenditures	**$196,383.83**

Fiscal Year 2026/2027 Assessment	**$239.15**
Fiscal Year 2026/2027 Total Collection	**$35,872.50**

Greyhawk Unit 2 - 162 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$24,991.74**
Assessment per parcel (162)	**$154.27**

REVENUE	
Cash Carry Forward	$113,318.00
Estimated Revenues (Assessment + Interest)	$26,740.74
Reversions	$0.00
Statutory 5% Budget Requirement	($1,337.04)
Balance Forward	**$138,721.70**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$1,249.59
Annual Maintenance	$5,913.08
Reserves - Maintenance	$34,917.00
Reserves - Future Resurfacing	$96,642.04
Total Expenditures	**$138,721.70**

Fiscal Year 2026/2027 Assessment	**$154.27**
Fiscal Year 2026/2027 Total Collection	**$24,991.74**

Greyhawk Unit 3A - 25 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$5,788.75**
Assessment per parcel (25)	**$231.55**

REVENUE		
Cash Carry Forward		$26,007.00
Estimated Revenues (Assessment + Interest)		$6,192.75
Reversions		$25.00
Statutory 5% Budget Requirement		($309.64)
	Balance Forward	**$31,915.11**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$289.44
Annual Maintenance		$1,026.18
Reserves - Maintenance		$6,365.00
Reserves - Future Resurfacing		$24,234.50
	Total Expenditures	**$31,915.11**

Fiscal Year 2026/2027 Assessment	**$231.55**
Fiscal Year 2026/2027 Total Collection	**$5,788.75**

Greyhawk Unit 3B-Bloomfield Court - 37 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$4,425.20**
Assessment per parcel (37)	**$119.60**

REVENUE		
Cash Carry Forward		$20,001.00
Estimated Revenues (Assessment + Interest)		$4,735.20
Reversions		$19.00
Statutory 5% Budget Requirement		($237.71)
	Balance Forward	**$24,517.49**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$221.26
Annual Maintenance		$925.92
Reserves - Maintenance		$5,618.00
Reserves - Future Resurfacing		$17,752.31
	Total Expenditures	**$24,517.49**

Fiscal Year 2026/2027 Assessment	**$119.60**
Fiscal Year 2026/2027 Total Collection	**$4,425.20**

Greyhawk Unit 3B-Cloverdale Court - 27 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$3,635.28**
Assessment per parcel (27)	**$134.64**

REVENUE	
Cash Carry Forward	$16,351.00
Estimated Revenues (Assessment + Interest)	$3,889.28
Reversions	$16.00
Statutory 5% Budget Requirement	($194.46)
Balance Forward	**$20,061.82**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$181.76
Annual Maintenance	$675.67
Reserves - Maintenance	$4,188.00
Reserves - Future Resurfacing	$15,016.38
Total Expenditures	**$20,061.82**

Fiscal Year 2026/2027 Assessment	**$134.64**
Fiscal Year 2026/2027 Total Collection	**$3,635.28**

Greyhawk Unit 3B-Pondside Court - 26 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$4,078.10**
Assessment per parcel (26)	**$156.85**

REVENUE	
Cash Carry Forward	$18,184.00
Estimated Revenues (Assessment + Interest)	$4,363.10
Reversions	$0.00
Statutory 5% Budget Requirement	($218.16)
Balance Forward	**$22,328.95**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$203.91
Annual Maintenance	$650.65
Reserves - Maintenance	$4,186.00
Reserves - Future Resurfacing	$17,288.39
Total Expenditures	**$22,328.95**

Fiscal Year 2026/2027 Assessment	**$156.85**
Fiscal Year 2026/2027 Total Collection	**$4,078.10**

Cameron Oaks Phase 3-Evers Cove & Riley Road - 58 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$10,265.42**
Assessment per parcel (58)	**$176.99**

REVENUE	
Cash Carry Forward	$46,182.00
Estimated Revenues (Assessment + Interest)	$10,979.42
Reversions	$0.00
Statutory 5% Budget Requirement	($548.97)
Balance Forward	**$56,612.45**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$513.27
Annual Maintenance	$2,079.21
Reserves - Maintenance	$12,302.00
Reserves - Future Resurfacing	$41,717.97
Total Expenditures	**$56,612.45**

Fiscal Year 2026/2027 Assessment	**$176.99**
Fiscal Year 2026/2027 Total Collection	**$10,265.42**

Cameron Oaks Phase 3-Belen Ct. - 33 Parcels

Initial Year of Assessment 2021/2022

Total Assessed Cost FY 2026/2027	**$5,348.97**
Assessment per parcel (33)	**$162.09**

REVENUE		
Cash Carry Forward		$24,196.00
Estimated Revenues (Assessment + Interest)		$5,722.97
Reversions		$0.00
Statutory 5% Budget Requirement		($286.15)
	Balance Forward	**$29,632.82**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$267.45
Annual Maintenance		$1,183.00
Reserves - Maintenance		$6,996.00
Reserves - Future Resurfacing		$21,186.37
	Total Expenditures	**$29,632.82**

Fiscal Year 2026/2027 Assessment	**$162.09**
Fiscal Year 2026/2027 Total Collection	**$5,348.97**

Grove Pointe at Oakleaf Phase 1 and Phase 2 - 234 Parcels

Initial Year of Assessment 2022/2023

Total Assessed Cost FY 2026/2027	**$41,523.30**
Assessment per parcel (234)	**$177.45**

REVENUE	
Cash Carry Forward	$157,444.00
Estimated Revenues (Assessment + Interest)	$43,877.30
Reversions	$0.00
Statutory 5% Budget Requirement	($2,193.87)
Balance Forward	**$199,127.44**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$2,076.17
Annual Maintenance	$8,668.59
Reserves - Maintenance	$48,614.00
Reserves - Future Resurfacing	$139,768.68
Total Expenditures	**$199,127.44**

Fiscal Year 2026/2027 Assessment	**$177.45**
Fiscal Year 2026/2027 Total Collection	**$41,523.30**

Village Park 1C - 54 Parcels

Initial Year of Assessment 2022/2023

Total Assessed Cost FY 2026/2027	**$22,095.18**
Assessment per parcel (54)	**$409.17**

REVENUE		
Cash Carry Forward		$84,157.00
Estimated Revenues (Assessment + Interest)		$23,355.18
Reversions		$0.00
Statutory 5% Budget Requirement		($1,167.76)
	Balance Forward	**$106,344.42**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$1,104.76
Annual Maintenance		$2,154.66
Reserves - Maintenance		$15,742.00
Reserves - Future Resurfacing		$87,343.00
	Total Expenditures	**$106,344.42**

Fiscal Year 2026/2027 Assessment	**$409.17**
Fiscal Year 2026/2027 Total Collection	**$22,095.18**

Willow Springs Phase 2 - 123 Parcels

Initial Year of Assessment 2022/2023

Total Assessed Cost FY 2026/2027	**$38,789.28**
Assessment per parcel (123)	**$315.36**

REVENUE		
Cash Carry Forward		$147,329.00
Estimated Revenues (Assessment + Interest)		$40,994.28
Reversions		$0.00
Statutory 5% Budget Requirement		($2,049.71)
	Balance Forward	**$186,273.57**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$1,939.46
Annual Maintenance		$2,618.16
Reserves - Maintenance		$19,209.00
Reserves - Future Resurfacing		$162,506.94
	Total Expenditures	**$186,273.57**

Fiscal Year 2026/2027 Assessment	**$315.36**
Fiscal Year 2026/2027 Total Collection	**$38,789.28**

Willow Springs Phase 3 - 106 Parcels

Initial Year of Assessment 2023/2024

Total Assessed Cost FY 2026/2027	**$27,084.06**
Assessment per parcel (106)	**$255.51**

REVENUE		
Cash Carry Forward		$76,968.00
Estimated Revenues (Assessment + Interest)		$28,161.06
Reversions		$0.00
Statutory 5% Budget Requirement		($1,408.05)
	Balance Forward	**$103,721.01**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$1,354.20
Annual Maintenance		$3,838.88
Reserves - Maintenance		$17,975.00
Reserves - Future Resurfacing		$80,552.92
	Total Expenditures	**$103,721.01**

Fiscal Year 2026/2027 Assessment	**$255.51**
Fiscal Year 2026/2027 Total Collection	**$27,084.06**

Foxmeadow Unit 8-A - 60 Parcels

Initial Year of Assessment 2023/2024

Total Assessed Cost FY 2026/2027	**$32,582.40**
Assessment per parcel (60)	**$543.04**

REVENUE		
Cash Carry Forward		$89,247.00
Estimated Revenues (Assessment + Interest)		$33,875.40
Reversions		$0.00
Statutory 5% Budget Requirement		($1,693.77)
	Balance Forward	**$121,428.63**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$1,629.12
Annual Maintenance		$1,079.69
Reserves - Maintenance		$4,337.00
Reserves - Future Resurfacing		$114,382.82
	Total Expenditures	**$121,428.63**

Fiscal Year 2026/2027 Assessment	**$543.04**
Fiscal Year 2026/2027 Total Collection	**$32,582.40**

Rolling Hills Unit 2-A - 24 Parcels

Initial Year of Assessment 2023/2024

Total Assessed Cost FY 2026/2027	**$9,095.52**
Assessment per parcel (24)	**$378.98**

REVENUE		
Cash Carry Forward		$25,915.00
Estimated Revenues (Assessment + Interest)		$9,444.52
Reversions		$0.00
Statutory 5% Budget Requirement		($472.23)
	Balance Forward	**$34,887.29**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$454.78
Annual Maintenance		$1,316.48
Reserves - Maintenance		$6,149.00
Reserves - Future Resurfacing		$26,967.04
	Total Expenditures	**$34,887.29**

Fiscal Year 2026/2027 Assessment	**$378.98**
Fiscal Year 2026/2027 Total Collection	**$9,095.52**

Bradley Creek Crossing Unit 1 - 57 Parcels

Initial Year of Assessment 2023/2024

Total Assessed Cost FY 2026/2027	**$18,813.42**
Assessment per parcel (57)	**$330.06**

REVENUE	
Cash Carry Forward	$53,414.00
Estimated Revenues (Assessment + Interest)	$19,558.42
Reversions	$0.00
Statutory 5% Budget Requirement	($977.92)
Balance Forward	**$71,994.50**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$940.67
Annual Maintenance	$1,693.86
Reserves - Maintenance	$8,661.00
Reserves - Future Resurfacing	$60,698.97
Total Expenditures	**$71,994.50**

Fiscal Year 2026/2027 Assessment	**$330.06**
Fiscal Year 2026/2027 Total Collection	**$18,813.42**

Shadow Crest at Rolling Hills - 247 Parcels

Initial Year of Assessment 2024/2025

Total Assessed Cost FY 2026/2027	**$58,104.28**
Assessment per parcel (247)	**$235.24**

REVENUE		
Cash Carry Forward		$112,915.00
Estimated Revenues (Assessment + Interest)		$59,637.28
Reversions		$0.00
Statutory 5% Budget Requirement		($2,981.86)
	Balance Forward	**$169,570.42**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$2,905.21
Annual Maintenance		$5,300.00
Reserves - Maintenance		$16,410.00
Reserves - Future Resurfacing		$144,955.20
	Total Expenditures	**$169,570.42**

Fiscal Year 2026/2027 Assessment	**$235.24**
Fiscal Year 2026/2027 Total Collection	**$58,104.28**

Rolling Hills Unit Two-B - 23 Parcels

Initial Year of Assessment 2024/2025

Total Assessed Cost FY 2026/2027	**$9,233.12**
Assessment per parcel (23)	**$401.44**

REVENUE		
Cash Carry Forward		$17,896.00
Estimated Revenues (Assessment + Interest)		$9,450.12
Reversions		$0.00
Statutory 5% Budget Requirement		($472.51)
	Balance Forward	**$26,873.61**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$461.66
Annual Maintenance		$2,140.00
Reserves - Maintenance		$5,203.00
Reserves - Future Resurfacing		$19,068.96
	Total Expenditures	**$26,873.61**

Fiscal Year 2026/2027 Assessment	**$401.44**
Fiscal Year 2026/2027 Total Collection	**$9,233.12**

Double Branch - 153 Parcels

Initial Year of Assessment 2024/2025

Total Assessed Cost FY 2026/2027	**$83,176.92**
Assessment per parcel (153)	**$543.64**

REVENUE		
Cash Carry Forward		$160,850.00
Estimated Revenues (Assessment + Interest)		$85,105.92
Reversions		$0.00
Statutory 5% Budget Requirement		($4,255.30)
	Balance Forward	**$241,700.62**

EXPENDITURES		
Budget		
Collection Costs (2% tax collector commission + administrative fees)		$4,158.85
Annual Maintenance		$11,195.00
Reserves - Maintenance		$22,390.00
Reserves - Future Resurfacing		$195,638.00
	Total Expenditures	**$233,381.85**

Fiscal Year 2026/2027 Assessment	**$543.64**
Fiscal Year 2026/2027 Total Collection	**$83,176.92**

Bradley Creek Crossing Unit 2 - 43 Parcels

Initial Year of Assessment 2024/2025

Total Assessed Cost FY 2026/2027	**$19,364.62**
Assessment per parcel (43)	**$450.34**

REVENUE	
Cash Carry Forward	$37,686.00
Estimated Revenues (Assessment + Interest)	$19,830.62
Reversions	$0.00
Statutory 5% Budget Requirement	($991.53)
Balance Forward	**$56,525.09**

EXPENDITURES	
Budget	
Collection Costs (2% tax collector commission + administrative fees)	$968.23
Annual Maintenance	$2,420.00
Reserves - Maintenance	$6,534.00
Reserves - Future Resurfacing	$46,602.86
Total Expenditures	**$56,525.09**

Fiscal Year 2026/2027 Assessment	**$450.34**
Fiscal Year 2026/2027 Total Collection	**$19,364.62**

COMPOSITE APPENDIX B
FORM OF CERTIFICATES TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

SILVER OAK ESTATE MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	16
AU	16
$367.43/AU	$5,878.88

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

OAKLAND HILLS AT EAGLE LANDING AND
OAKLAND HILLS AT EAGLE LANDING REPLAT

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	69
AU	69
$205.30/AU	$14,165.70

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

PINE RIDGE WEST

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	113
AU	113
$164.70/AU	$18,611.10

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

AZALEA RIDGE UNIT 3

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	92
AU	92
$178.75/AU	$16,445.00

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

CAMERON OAKS PHASE 1 AND CAMERON OAKS PHASE 2

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	91
AU	91
$185.27/AU	$16,859.57

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

KINDLEWOOD PHASE 3 AND 3A

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	79
AU	79
$86.44/AU	$6,828.76

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

SOMERSET

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	101
AU	101
$186.16/AU	$18,802.16

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

EAGLE ROCK AT EAGLE LANDING

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	85
AU	85
$193.95/AU	$16,485.75

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

RESERVE AT EAGLE HARBOR

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	49
AU	49
$189.55/AU	$9,287.95

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

VILLAGE PARK 1A AND 1B

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	102
AU	102
$286.38/AU	$29,210.76

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

ROYAL POINTE 2B

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	58
AU	58
$250.94/AU	$14,554.52

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

EAGLE LANDING AT OAKLEAF PLANTATION PHASE 5B

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	93
AU	93
$197.00/AU	$18,321.00

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

WILLOW SPRINGS PHASE 1

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	150
AU	150
$239.15/AU	$35,872.50

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

GREYHAWK UNIT 2

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	162
AU	162
$154.27/AU	$24,991.74

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

GREYHAWK UNIT 3A

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	25
AU	25
$231.55/AU	$5,788.75

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

GREYHAWK UNIT 3B – BLOOMFIELD CT.

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	37
AU	37
$119.60/AU	$4,425.20

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

GREYHAWK UNIT 3B – CLOVERDALE CT.

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	27
AU	27
$134.64/AU	$3,635.28

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

GREYHAWK UNIT 3B – PONDSIDE CT.

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	26
AU	26
$156.85/AU	$4,078.10

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

CAMERON OAKS PHASE 3 – EVERS COVE AND RILEY ROAD

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	58
AU	58
$176.99/AU	$10,265.42

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

CAMERON OAKS PHASE 3 – BELEN CT.

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	33
AU	33
$162.09/AU	$5,348.97

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

GROVE POINTE AT OAKLEAF PHASE 1 AND PHASE 2

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	234
AU	234
$177.45/AU	$41,523.30

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

VILLAGE PARK UNIT 1-C

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	54
AU	54
$409.17/AU	$22,095.18

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

WILLOW SPRINGS PHASE 2

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	123
AU	123
$315.36/AU	$38,789.28

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

WILLOW SPRINGS PHASE 3

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	106
AU	106
$255.51/AU	$27,084.06

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

FOXMEADOW UNIT 8-A

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	60
AU	60
$543.04/AU	$32,582.40

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

ROLLING HILLS UNIT TWO-A

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	24
AU	24
$378.98/AU	$9,095.52

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

BRADLEY CREEK CROSSING UNIT 1

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	57
AU	57
$330.06/AU	$18,813.42

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

SHADOW CREST AT ROLLING HILLS MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	247
AU	247
$235.24/AU	$58,104.28

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

ROLLING HILLS UNIT TWO-B MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	23
AU	23
$401.44/AU	$9,233.12

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

DOUBLE BRANCH MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this Certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as a part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this County.

In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	153
AU	153
$543.64/AU	$83,176.92

CERTIFICATE TO 2026 NON-AD VALOREM ASSESSMENT ROLL

BRADLEY CREEK CROSSING UNIT 2 MSBU

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of the Board of County Commissioners located in Clay County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

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In witness whereof, I have subscribed this Certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9th day of June, 2026.

Received this ____ day of
_____, 2026.

DIANE HUTCHINGS
CLAY COUNTY TAX COLLECTOR

By:_____
Stephanie Davis
Chief Tax Officer

_____
Kristen Burke, Chairman, Clay County
Board of County Commissioners

ATTEST:

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

	1 AU Parcels
Parcels	43
AU	43
$450.34/AU	$19,364.62

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/28/2026

FROM: Chris Curington

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Resolution	Resolution Letter	6/4/2026	Rural_Health_Transformation_Program_Resolution_v1.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/3/2026 - 12:33 PM	Item Pushed to Agenda

RESOLUTION NO. 2025/2026-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA AGENCY FOR HEALTH CARE ADMINISTRATION (AHCA) FOR FUNDING UNDER THE RURAL HEALTH TRANSFORMATION PROGRAM; DESIGNATING THE COUNTY MANAGER AS THE AUTHORIZED ORGANIZATION REPRESENTATIVE (AOR); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Agency for Health Care Administration ("AHCA") administers the Rural Health Transformation Program ("RHT Program"), which provides funding opportunities to support healthcare access and related initiatives in rural communities; and

WHEREAS, the County has identified challenges relating to healthcare accessibility, emergency response logistics, and the availability of specialized clinical resources within certain rural areas of Clay County; and

WHEREAS, the County has developed a regional framework known as the Clay County Rural Health Integrated Network (CC-RHIN) to facilitate bundled healthcare initiatives, including mobile health units and community paramedicine programs, to address identified healthcare needs; and

WHEREAS, AHCA has announced funding opportunities under the RHT Program with an application deadline of June 10, 2026; and

WHEREAS, Clay County desires to submit an application for funding under the RHT Program to support rural health initiatives within the County and to designate the County Manager as the County's Authorized Organization Representative (AOR); and

WHEREAS, the Board of County Commissioners finds that pursuing available grant funding to enhance healthcare access and services within Clay County serves a valid public purpose and promotes the health, safety, and welfare of the citizens of Clay County.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA AS FOLLOWS:

Section 1. The Board of County Commissioners of Clay County, Florida (the "Board") hereby authorizes the submission of a grant application to the Florida Agency for Health Care Administration for funding under the RHT Program to support implementation of the Clay County Rural Health Integrated Network (CC-RHIN) and related healthcare initiatives.

Section 2. The Board hereby designates the County Manager as the County's Authorized Organization Representative (AOR) for the RHT Program. The County Manager is authorized to prepare, execute, submit, and amend the grant application and all related certifications, assurances,

reports, and other documents required in connection with the grant application and application process. Acceptance of any grant award and execution of any grant agreement shall be subject to applicable County policies and procedures and any required Board approval.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/28/2026

FROM: Chris Curington

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County wishes to submit for two grants with quick turn around times.

AFG is to secure additional radios for Fire Fighters.
SAFER is to hire an additional 24 Fire Fighters.

Request permission to apply for the grants and have the County Manager execute the necessary documents.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/3/2026 - 12:32 PM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Project Highlights	Presentation	6/5/2026	Project_Highlights_for_6-2-26dsada.pdf
	BTP Board Updatge	Presentation	6/5/2026	BTP_Board_Update_06-09-2026__FINALdsada.pdf
	Engineering Project Highlights 06_09_2026	Presentation	6/8/2026	Engineering_Project_Highlights_06_09_2026.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/2/2026 - 7:31 AM	Item Pushed to Agenda

Capital Projects

Physical Address:
477 Houston Street,
Green Cove Springs,
Florida 32043

Mailing Address:
P. O. Box 1366,
Green Cove Springs,
Florida 32043

Phone: 904-529-4129

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

June 4, 2026

To: Clay County Board of County Commissioners

From:

Ed Dendor, Director of Capital Projects
Richard Smith, Engineering Director
Eric Pope, Public Works Director
Justin Pierce, Parks and Recreation Division Director
Gene Price, Facilities Operations and Maintenance Division Director
Eric Jones, Director of Grounds and Maintenance

Project Highlights & Updates, as of June 1, 2026

General Statistics of Workday Line-Item listing:

Count:	General Categories:
59	Direct Purchases (Items, Assessments, Services)
46	Furnish and Install (Equipment)
157	Conceptualize, Design & Construct (Projects)
262	Total Line Items in Workday Report

FY 25/26 County Projects Budget = $216,953,205
FY 25/26 Project Spend as of June 1, 2026 = $152,987,773

Operating Department	Budget
Animal Services	$16,320,725
Building Dept	$9,689,649
CCSO	$14,106,461
Clay Behavioral	$1,713,691
Community Services	$608,467
Courthouse	$3,381,986
Economic Dev	$1,037,218
Engineering	$83,464,294
Environmental	$1,956,004
Facilities	$273,863
Grants	$5,012,418
Grounds Maintenance	$620,650
Library	$3,789,992

Operating Department	Budget
Mgt Info Systems	$2,637,609
Multiple	$500,000
OMB	$100,000
Parks	$15,544,058
Personnel	$103,740
Planning	$368,493
Property Appraiser	$70,000
Pub Works	$1,967,096
Public Safety	$52,445,733
Purchasing	$774,228
Risk Management	$36,830
Tourism	$70,000
Grand Total	**$216,593,205**

Capital Projects Department has 86 projects equating to a FY budget of $102,234,017

Operating Department	Number of Projects	Budget	Actual Spend to June 1, 2026
Animal Services	1	$16,320,725	$6,808,119
Building Dept	1	$9,689,649	$6,586,241
CCSO	18	$6,547,582	$515,166
Clay Behavioral	1	$1,713,691	$6,358
Community Servies	1	$500,000	$10
Courthouse	3	$3,238,195	$1,901,745
Environmental	2	$1,956,004	$254,855
Facilities	2	$34,082	$32,141
Library	1	$3,600,000	$422,666
Multiple	1	$500,000	$0
Parks	35	$14,939,884	$2,505,519
Personnel	1	$43,740	$0
Public Safety	19	$43,150,465	$9,641,882
Grand Total	**86**	**$102,234,017**	**$28,674,701**

Capital Projects Department projects by Phase:

Phase	Number of Projects
Complete	14
Concept	11
Construction	18
Design	19
Permitting/Bidding	7
On Hold - Concept	7
On Hold - Designed	4
Placeholder	6
Grand Total	**86**

14 Completed projects valued at $17,357,973 with $3,322,003 spent in FY 25/26.

Public Safety Bond:

Spend Goal: $65M by July 2027
Spent to Date: $22.3M or 34% of $65M

- **Fire Station #1** - Construction 65% complete and 39% paid, forecast completion Fall of '26.
- **Fire Station #5** – Investigating land acquisition.
- **Fire Station #13 –** Design 90% complete & 1% paid with 37% time spent, forecast completion TBD.
- **Fire Station #15 –** Design 90% complete & 3% paid with 49% time spent, forecast completion Summer '27.
- **Fire Station #16 –** Design 90% design complete & 2% paid and 46% of time spent, forecast completion TBD.
- **Fire Station #20** - Completed and operational Summer of '25.
- **Fire Station #21 –** Design 90% complete & 2% paid with 46% time spent, forecast completion TBD.
- **Fire Station #22** – Construction 77% complete & 47% paid, forecast completion Summer of '26.
- **Fire Station #24** –Design 100% complete, 3% paid and 82% time spent (design started ’22), forecast completion Spring of '27. The crew has completed the installation of the silt fence, security fencing, and construction trailer. Work is now underway on the retention pond excavation, and the building pad is being brought to the required grade. The next phase of construction will include the demolition of the apparatus bay and the excavation of the building foundations.





- **Fire Training Facility** – Modified design 90% complete & 17% paid with 72% time spent, forecast completion Summer '27.

- **MIS PRJ100756 Radio Tower Sleep Hollow** – Construction 90% complete & 70% paid, forecast completion Fall '26. De-construction of the old tower has started.







Vertical Projects- Conceptualize, Design and Construction:

- **PRJ100526 Oakleaf Library,** District 2 – Alexandra Compere. The Oakleaf Library will be about 12,000 square feet and will be built near Plantation Oaks Boulevard. The County has finished its review of the 90% library plans. The architect is now making the needed changes. We expect to have the final plans and guaranteed maximum price to present to the Board by late Summer 2026.



- **PRJ100609 Building 500 Buildout - Fleming Island,** District 1– John Sgromolo. This project will finish an unfinished area inside the building. The new space will give the Clay County Sheriff's Office more room for training, offices, and meetings. The project has been approved, and construction is expected to start in mid-June.

- **PRJ100893 Clay County Fairgrounds Facility Damages (FEMA),** District 5 – Kristen Burke. This FEMA-funded project will repair the roofs on Exhibit Hall 2 and the Cattlemen's Arena. The work includes fixing damaged areas, sealing the roofs, and replacing parts that need it. These repairs will help return the buildings to the way they were before the disaster. The project will be advertised on June 4, 2026. A required meeting for interested contractors will be held on June 18, 2026.

PRJ100669 Omega Park – CCUA Connection, District 4 – Betsy Condon. This project will change the area from using septic tanks and well water to using the existing water and sewer utilities on County Road 218. During May, crews installed a grinder lift station and the electrical equipment needed for it to work. They also connected to CCUA's water and sewer lines and tested them to make sure they worked correctly. Workers are now installing and burying the gravity sewer lines and force main pipes.









Roadway and Trail Projects - Conceptualize, Design & Construct:

To be presented by Richard Smith.

FDOT Update:

To be presented by Richard Smith.

Capital Projects

Mailing Address:
Post Office Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-529-4260

County Manager
Howard Wanamaker

Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Dr. Kristen Burke
District 5

www.claycountygov.com

SUBJECT: Bonded Transportation Program (BTP) Update

DATE: June 09, 2026

SUBMITTED BY: Edwin Dendor, BTP Program Administrator

BTP MISSION STATEMENT: To design and build the safest and most efficient roadway and drainage system for the projects defined in the bonded transportation program.

Program update through June 02, 2026:

- **Project #1 – CR 218 from Masters Rd to Pine Tree Lane:**

The County's team and Anderson Columbia (AC) continued their bi-monthly status meetings. AC continued the installation of drainage structures, pipes, sub-base and base materials, curbing and median work along the north side of this project. This project is 72% paid out and 101% of time used. An allowance for additional days will be added due to utility conflicts and weather delay days.

Drainage Installation





Sidewalk Preparation





- **Projects #2 - CR209 from US17 to Peters Creek Bridge:**

  The County's team and Superior (SCC) continued their bi-monthly status meetings. SCC completed the first lift of asphalt on all areas west of the railroad tracks. They have also placed the final lift of friction course pavement and pavement markings between the railroad and US 17. Superior continued constructing the clay cut-off wall at Pond 2 while moving clay material from Pond 2 to Pond 3, which is being used for the clay pond liner. This project is on schedule with 74% paid out and 74% of the time spent.

Asphalt Placement





Pond 2 Clay Excavation and Pond 3 Liner Installation





Finish Slope Work





- **Project #3B – CR739B & part of CR209:** (Connects the east-end of project #4 on Sandridge Road and runs through the roundabout to CR209B.) The County, GAI and Kiewit (KISC) held their bi-monthly status meetings. KISC completed the installation of sod and fencing at pond site 2 located on CR209 while working through punch list items. Substantial Completion was achieved on May 19th. The overall project schedule remains in dispute by both parties. This project is Substantially Complete and 83% paid out. The contractor is working on punch list items towards final completion.

Fence around Pond Site 2 on CR 209



Placing Final Sod



- **Project #5 (CR220) –** SJRWMD provided comments back to the team regarding the permit modification. These comments required additional drawdown analysis to minimize wetland impacts. As a result, the team is modifying the design to add a pond liner to avoid secondary wetland impacts that extend beyond the county right of way.

- **Project #6A (CR315) –** The Army Corp (USACOE) sent a First Time Out letter (FTO) and permit to the team and County Engineer for review. The team reviewed the letter and found discrepancies in the general conditions that reflect the purchased wetland credits. This information was relayed to the USACOE for them to update the permit. Once USACOE updates their permit, it will be re-sent to the team for signature, and the permit will then be issued. Plan sets will be signed and sealed once the permit is received.

- ***BTP Projects* #3A, #4 and #6B are complete.**

- **Overall,** the team continued to:
    - Hold Owner Rep progress meetings covering the Key Process Indicators while continuing to ramp down the overall BTP Owner Rep services as the program comes to closure,
    - Receive multiple invoices and made multiple payments to various vendors,
    - As of June 02, 2026, the Program has expended $158.1M.
- **WGI continues** to work across the entire program on:
    - Refining the BTP financial forecast and tracking project risk factors,
    - Plan reviews, coordinating and guiding designs including interface discussions, and coordination with stakeholders,
    - Developing project closeout documentation as each project draws to a close in the program.
    - In the near future the BTP Dashboard will be discontinued and a BTP Historical Storyboard will be provided. (For reference see attached draft historical storyboard)

Commissioner / District	Project Name/Location	Project Limits	Length	# Lanes	Lane Mileage	WGI Project Manager	Designer / Contractor	Project Description	Clay County Budget	Construction Start Date	Construction End Date
Betsy Condon / D4	**No. 1 CR 218 / Middleburg**	**Masters Road to Pine Tree Lane**	1.30	4.0	5.2	C. Campos	D-WGI, C-Anderson Columbia	Design and reconstruct two lane roadway section into four lanes urban section with median/turn lanes, bike lanes, curb & gutter, and sidewalks on CR218 from Masters Rd to Pine Tree Lane.	$ 26,727,205	Summer 2024	Spring 2026
Kristen Burke / D5	**No. 2 CR 209 (Russell Rd) / Lake Asbury**	**From CR 315B to US 17 and from CR 315 to South of Peter's Creek**	1.10	4.0	4.4	J. Mattox	D-Jacobs, C-Superior	Design and reconstruct two lane roadway into four lanes urban section with median/turn lanes, bike lanes, curb & gutters, and sidewalks on CR209 from Peters Creek bridge south to US 17.	$ 33,352,162	Spring 2024	Spring 2027
Kristen Burke / D5	**No. 3A & 3B CR 209 (Russell Rd) / Lake Asbury**	**From Sandridge Rd to Peter's Creek Bridge**	1.00	2.0	2.0	C. Campos	D-GAI, C-Kirby (3A)/Kiewit (3B)	3A) Operational improvements at the intersection of Oak Stream Drive & CR 209 and Watkins Rd & CR 209. 3B) Sandridge widening and realignment with CR 209B. Operational improvements at the intersection of CR 209 & CR 209B.	$ 30,793,374	Summer 2024	3A) Summer 2024 Completed 3B) Spring 2026
Kristen Burke / D5	**No. 4 CR 739B (Sandridge Rd) / Lake Asbury**	**From Henley Rd to West of CR 209 (Russell Rd)**	2.80	3.0	8.4	C. Campos	D-GAI, C-Kiewit	Design and reconstruct two lane roadway section into three lanes with turn lanes, bike paths, curb & gutter, and sidewalks on CR739B from Henley Road to just west of CR209.	$ 32,997,931	Summer 2023	Summer 2025 Completed
Kristen Burke / D5	**No. 5 CR 220 / Middleburg**	**From Baxley Rd to West of Henley Rd**	1.00	4.0	4.0	J. Mattox	D-Jacobs, C-TBD	This project is being phased following the construction of the quadrant intersection at Henley Rd.	$ 4,695,897	TBD	TBD
Kristen Burke / D5	**No. 6A. Green Cove Springs / Lake Asbury - CR 216 (Cathedral Oak Parkway)**	**From Maryland Ave to US 17**	1.00	2.0	2.0	J. Mattox	D-Jacobs, C-Superior	Ultimate 4-lane section from US 17 to Maryland Ave	$ 7,982,081	TBD	TBD
Kristen Burke / D5	**No. 6B CR 216 (Cathedral Oak Parkway) / Green Cove Springs**	**From SR 23 to Maryland Ave**	3.30	2.0	6.6	T. Richards	D-RS&H, C-Superior	Design and construct two new roadway lanes with a grass median, bike lanes, and sidewalks from SR23 to Maryland Ave.	$ 43,292,932	Fall 2023	Fall 2025 Completed
			11.5		**32.6**			**TOTAL BUDGET**	**$ 179,841,582**		

History of the Clay County Bonded Transportation Program



2019

October
County Identified Major Roadway Bonding Projects (Critical and Deficient)

2020

March
$129M Bond Approved by the County Commission

April
Owner's Representative Advertisement

September
WGI brought on Board as Owner's Representative

October
WGI Developed Preliminary Engineering Documents for CMAR Projects (Survey, Environmental, Pond Site and Right of Way Reports) and Design Build Criteria Packages for the Design Build Projects (Conceptual Plans and Permits)

November
Clay County Dashboard Published for Public Awareness of the Program

December
CMAR #2 Design Consultant Advertisement

2021

January
CR 218 Design Build Project 1 Advertisement

February
CMAR #2 Construction Advertisement

March
CMAR #1 Design Consultant Advertisement

April
CR 218 DB Firm Selected

May
CMAR #1 Construction Advertisement

June
CMAR #2 Design Consultant (Jacobs) Brought on Board (Project 2, 5, and 6A)

July
CMAR #1 Design Consultant GAI Brought on Board (Projects 3 & 4)

August
CMAR #2 Contractor (SCC) Selected

September
CMAR #1 Contractor (KISC) Selected

October
CR 216 (Cathedral Oak Parkway) DB Project 6B Advertised

2022

January
CR 216 Submitted USACE Permit

February
CR 216 DB Firm Selected (SCC/RS&H)

March - Sept.
Develop Plans for GMP

October
CMAR #1 - CR 739B (Sandridge Rd.) GMP Accepted

October
CR 216 Early Works Plans Released for Construction

WORK IMPACTS & CHALLENGES

Covid Started

Escalating Price of Commodities

- *Asphalt*
- *Aggregate*
- *Concrete*
- *Steel*
- *Petroleum Products*

Permitting (State vs Feds.)

- *Lack of Wetland Credit Availability*
- *U.S. District Court Injunction On All State Permitted Projects*

	2023	2024	2025	2026	2027
No. 1 CR 218 $26.7M	**October 2023** CR 218 SJRWMD Permit Issued **November 2023** CR 218 USACE Permit Issued **November 2023** CR 218 (1) Re-advertised as a Conventional Project	**April 2024** CR 218 (1) Awarded to ACCI and Notice to Proceed for **Construction Start** Issued to ACCI	**October 2025** CR 218 Construction Underway 50% Complete	**July 2026** CR 218 (1) **Construction Completion** and Acceptance by the County	
No. 2 CR 209 $33.3M	**April 2023** CR 218 SJRWMD Permit Issued **August 2023** CR 218 USACE Permit Issued **October 2023** CMAR #2 Proj. No. 2 CR209 GMP Accepted SCC	**January 2024** CMAR #2 Proj. No. 2 CR 209 Notice to Proceed for **Construction Start** Issued to SCC	**March 2025** CR 209 Construction Underway 50% Complete	**October 2026** CR 209 (2) **Construction Completion** and Acceptance by the County	
Nos. 3A & 3B CR 209 $30.8M	**February 2023** CMAR #1 - CR 209 (P3-Russell Rd.) GMP Rejected and Project Divided into Three Phases - A, B, and C **November 2023** CR 209 (3A) Operational Improvements Bid Accepted CR 209 (3B) Sandridge Realignment GMP Accepted **December 2023** 3A SJRWMD Permit Exempt	**February 2024** (3A) Operational Improvements Notice to Proceed for **Construction Start** issued to Kirby **March 2024** (3B) Sandridge Realignment Notice to Proceed for Pre-mobilization Issued by KISC	**July 2024** 3B SJRWMD Permit Issued **August 2024** 3A Construction Completion **September 2024** 3B USACE Permit Issued 3B Construction Start (NTP 2 Issued) RFC	**June 2026** CR 209 (3B) Sandridge Realignment **Construction Completion** and Acceptance by the County	
No. 4 CR 739B $33.0M	**January 2023** CMAR #1 - CR 739B (P4-Sandridge Rd.) Notice to Proceed for **Construction Start** Issued to KISC **February 2023** CR 739B SJRWMD Permit Issued	**March 2024** CR 739B Construction Underway 50% Complete	**July 2025** CR 739B (P4-Sandridge Rd.) **Construction Completed** and Accepted by the County		
No. 5 CR 220 $4.7M	**June 2023** 90% Plans Submitted **July 2023** SJRWMD Permit Issued	**April 2024** GMP Rejected. Project Phased to a Later Date **July 2024** USACE Original Permit Issued	**March 2025** CR 220 Project Re-design for New Pond Location	**May 2026** USACE and SJRWMD Permit Modification Issued **June 2026** CR 220 Final Plans S&S and Project Shelved	
No. 6A CR 315 $8.0M		**September 2024** 90% Plans Submitted	**March 2025** GMP Rejected and Project Divided Two Sections East and West of Railroad	**March 2026** Permit Modification Re-Activated Permit Routed for Approval Awaiting Final Permit **May 2026** Permit Modification Issued **June 2026** CR 315 Final Plans S&S and Project Shelved	
No. 6B CR 216 $43.3M	**January 2023** CR 216 Revised Definition of 'Waters of the United States (WOTUS)' Federal **March 2023** CR 216 SJRWMD ERP Issued WOTUS Rule in Effect Resulting in AJD Delay	**April 2024** CR 216 U.S. District Court Issued Injunction Halting the 2023 WOTUS Rule Effecting 24 States **June 2024** CR 216 AJD Changed to PJD and Routed Application to Office of Counsel **July 2024** CR 216 USACE Issued Permit/Construction Start	**March 2025** CR 216 Construction Underway 50% Complete **September 2025** CR 216 (6B Cathedral Oak Parkway) **Construction Completed** and Accepted by the County **October 2025** CR 216 Construction Completion **DBIA FL Region Merit Award** for CR 216 (6B Cathedral Oak Parkway)		

TOTAL: $179.8M











PROGRAM STATISTICS:

1. Cost: $179.8M
   a. Construction: $130.5M
   b. Owner's Rep: $21.0M
   c. Land Purchase: $9.9M
   d. Design: $8.7M
   e. Others: $9.7M
2. Lane Miles: 32.6 (115 Miles)
3. Asphalt: 54,209 Tons
4. Excavation (Cut): 651,086 CY
5. Embankment (Fill): 557,269 CY
6. Concrete: 63,862 SY
7. Sod: 607,633 SY
8. No. of Stormwater Facilities: 24
9. Mayhaven's Wetland: 650K

LEGEND:

ACCI: Anderson Columbia Co. Inc.
AJD: Approved Jurisdictional Determination
CMAR: Construction Manager at Risk
CR: County Road
DB: Design Build
DBB: Design Bid Build
ERP: Environmental Resource Permit
GMP: Guaranteed Maximum Price
GAI: GAI Consultants
Jacobs: Jacobs Engineering Group, Inc.
Kirby: Kirby Development
KISC: Kiewit Infrastructure South Co.
PJD: Preliminary Jurisdictional Determination
RFC: Release for Construction
RS&H: Reynolds, Smith & Hills
S&S: Signed and Sealed
SCC: Superior Construction Company
SJRWMD: St. Johns River Water Management District
USACE: United States Army Corps of Engineers
WGI: WGI, Inc.
WOTUS: Waters of the United States



Engineering Department Update

06/09/2026

- **PRJ100212** -Work continues on the **CR 220 bridge replacement and 4-lane widening projects**, from Knight Boxx Road to Hollars Place. The projects are on schedule with a completion date of mid-July, 2026 for the Henley Road intersection improvements, and a mid-October, 2026 for the bridge completion. Presently, final paving operations are in progress for the intersection area and single lane closures and delays are to be expected. The project area east of Chief Ridaught Road to the bridge is nearing final paving. East of the bridge to Knight Boxx Road is the final portion of the project, and is on schedule to be completed by mid-October, 2026.

- **Radar Road-** Construction continues with work going on in the area of the existing Town Center Boulevard round-a-bout, and the Fleming Island Library. Access to the Church and adjacent apartment complex is not affected by the current construction phase. The project is scheduled to take 390 days, with substantial completion scheduled for 345 days (June, 2027).

- 

  Radar Road (looking east from Town Center Boulevard round-a-bout)

- **Long Bay Road @ Old Jennings Road Intersection improvement and Traffic Signal Installation-** The final signal pole was installed on June 4, 2026. Signal wires and signal heads will be installed next. Boardwalk construction continues on the eastbound shoulder just east of the Circle K convenience store. While the project schedule notes a mid-August final completion date, the signal may be operable in the next 3-5 weeks. This area is a high traffic area, especially during peak morning and afternoon drive times. Motorists should expect daily lane closures. Please slow down for the safety of all and pay attention to all signage in the construction zone.

- **CR 220 Resurfacing Project (US 17 to west of Brookstone Drive):** Atlantic Coast Asphalt (ACA) has completed the resurfacing project. Final thermoplastic pavement striping will be installed in the next few weeks.



CR 220 (looking east)

Town Center Boulevard Resurfacing project (Eagle Harbor Parkway to East-West Parkway): Final driveway tie-ins have been competed for the project. Final thermoplastic pavement striping will be installed in the next few weeks.



Town Center Boulevard

- **Doctors Lake Drive Resurfacing Project (Kingsley Avenue (SR 224) to Peoria Road):**
  Work began on Friday, June 1, 2026. Over 1.5 miles of milling and resurfacing have been completed to date. Work began at Kingsley Avenue and proceeded south. This project will consist of night time work and should be completed in 4-6 weeks.

- **Lakeview Street and Hilltop Street (Dirt road paving project):**
  Maloy Grading Co. began work on the dirt road paving project in the Keystone Heights area on June 1, 2026. Drivers should expect periodic lane closures and construction equipment traffic. Construction is expected to be completed by October 2026 (weather permitting).

FDOT Update

- **US 17 Resurfacing, Restoration, and Rehabilitation:**
  -- **Eagle Harbor Parkway to Water Oak Lane** – a final inspection was performed for the project on June 2, 2026.
  - **Black Creek Bridge to Oak Street** - Work continues nightly, with milling and resurfacing continuing from CR 209 to just north of the Green Cove Springs city limits. Recently, construction crews are preparing the downtown streets for the installation of medians. The medians are designed to improve pedestrian safety in the area from Ferris Street to Center Street. Crews are also working in the Mahama Bluff/ County Road 209 area installing additional left turn lanes and the newly designed traffic signal. Expect single lane closures and delays during night time hours within the project limits. Work requiring lane closures will be performed in night time operations.

- **Blanding Boulevard (SR 21) @ Wells Road Intersection improvements:**
  -FDOT reports that the project is 70% complete. Current completion date is November 4th, 2026. .

- **SR 16 Resurfacing, Restoration, and Rehabilitation (US 17 to SR 21):**
  -Work continues in the area from the First Coast Expressway to SR 21, with crews finishing up in the area west of Penney Farms. Motorists should expect daily lane closures and delays.
  -Road work requiring lane closures will be night time only for the Project area from Penney Farms to SR 16, in Green Cove Springs.
  -The project is scheduled to be complete in late December, 2026, depending on weather and unforeseen conditions.

LOOKING AHEAD

- **Rural dirt road paving projects begin in the upcoming weeks:**
  Asphalt Paving Systems will be mobilizing in the Black Creek Drive area to begin installing a rural road paving project. Work will progress to other roads in the County during the months of June, July, and August.

- **County Road 209 (Riverside) resurfacing:**
  Following the completion of the Doctors Lake Drive resurfacing project, Atlantic Coast Asphalt will begin milling and resurfacing on CR 209-Riverside. Work should begin in early to mid-July 2026.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE:

FROM:
Administrative and Contractual Services

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Upcoming Bids - June and July 2026	Backup Material	6/4/2026	Upcoming_Bids_-_June_and_July_2026.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	6/2/2026 - 7:31 AM	Item Pushed to Agenda

PROJECT DESCRIPTION	DEPARTMENT	ESTIMATED BCC AWARD
ACTIVE		
RFP No. 25/26-085, Public Private Partnership (P3) to Design, Build and Finance a Public Safety Complex in Clay County	Capital Projects / Public Safety	7/28/2026
RFB No. 25/26-073, Mobile Trailers for Firefighter Gear Storage	Capital Projects / Public Safety	6/23/2026
RFB No. 25/26-087, EMS Medical Supply	Public Safety	6/23/2026
RFB No. 25/26-066, Storm Damage Berm Repairs at Clay County Outdoor Adventure Park	Capital Projects / Grants	7/14/2026
RFB No. 25/26-095, Clay County Fairgrounds Hurricane Roof Repairs – Exhibit Hall 2 & Cattlemen's Arena (Re-Bid)	Capital Projects / Grants	7/28/2026
RFB No. 25/26-089, Knights Marina and Lake Shore Boat Ramp Repair, Redevelopment and Improvements	Capital Project / Parks & Rec	7/28/2026
RFB No. 25/26-094, Drainage Repair and/or New Public Works Construction	Engineering	7/28/2026
UPCOMING IN JUNE/JULY (in no certain order)		
Fairgrounds Water Improvements	Capital Projects / Parks & Rec	
Fire Station 17 Shower Addition	Capital Projects / Public Safety	
County Wide Sidewalk and Concrete Repairs	Public Works	
HVAC Replacement at Clay County Emergency Operations Center	Capital Projects / Emergency Management	
Jail Recreation Yard Waterproofing / Roof Repairs	Capital Projects / CCSO	
Unclaimed Decedent Disposition Services	Personnel	
Annual Roadway Striping and Pavement Marking Services	Engineering	
Pavement Assessment	Engineering	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/27/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

For the 2026 Primary and General Elections, per Florida Statutes Section 102.141(1), the Chair of the Board of County Commissioners shall serve on the County Canvassing Board along with the Supervisor of Elections and a County Court Judge. In the event the Chair is unable to serve, per Florida Statutes Section 102.141(1)(c), the Board of County Commissioners must appoint as a substitute member one of its members who is not a candidate with opposition in the election being canvassed and who is not an active participant in the campaign or candidacy of any candidate with opposition in the election being canvassed.

To comply with the County Canvassing Board requirements, staff would request that two alternates be selected.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 4:33 PM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners DATE: 6/3/2026

FROM: Beth Carson, Director,
Planning and Zoning

SUBJECT: This application is a rezoning to change 8.37 acres from Agriculture/Residential District (AR) to Planned Commercial Development District (PCD). A previous request under ZON 26-0004 to rezone to Community Business District (BB-2) was presented in April but at the 4/28/26 Board hearing it was decided the request would be revised to a Planned Commercial Development District (PCD) for consideration on June 9th.

AGENDA ITEM TYPE:

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

Hearing Type: Second Public Hearing

Initiated By:Applicant

Jason Gabriel, Agent

ATTACHMENTS:

Description	Type	Upload Date	File Name
PUD_26-0004_Staff_Report	Cover Memo	5/27/2026	PUD_26-0004_Staff_memodsada.pdf
PUD_26-0004-Ordinance	Ordinance	5/27/2026	PUD_26-0004-_Ord_final_dsada.pdf
PUD_26-0004_Written_Narrative	Backup Material	5/27/2026	PCD_Written_Description_-_Knight_Boxx___SR-220_(Dailys)dsada.pdf
PUD_26-0004_Site_Plan	Backup Material	5/27/2026	2026-05-26_-_Knightboxx-SR220_CSP04(68140812.1)_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	6/3/2026 - 4:34 PM	Item Pushed to Agenda

Staff Report and Recommendations for PUD 26-0004

Copies of the application are available in the Clay County Planning and Zoning Office 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Owner / Applicant Information:

Owner: First Coast Energy, LLP
Agent: Jason Gabriel (Burr & Forman, LLP)

Property Information

Parcel ID: 33-04-25-008124-003-00 and 33-04-25-008124-004-00
Current Zoning: AR
Proposed Zoning: PCD

Commission District: 5, Comm. Burke

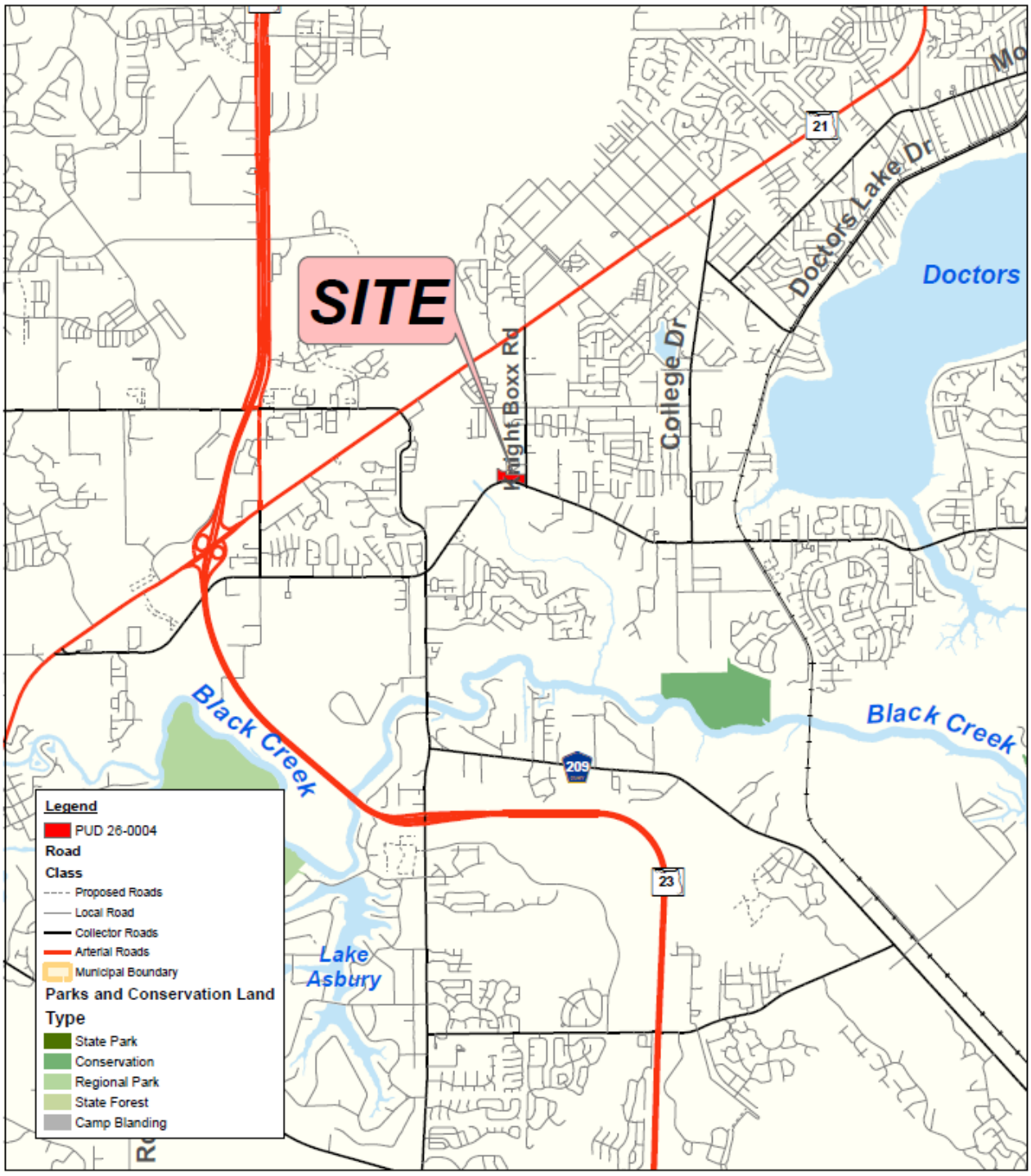
Parcel Address: 240 Knight Boxx Rd, Middleburg, FL
Current Land Use: COM
Total Acres: 8.37 +/- acres of the parcel
Acres affected by Zoning change: 8.37 +/- acres
Planning District: OakLeaf Branan-Ridge

Introduction:

This application is a rezoning to change two parcels of land from the present zoning classification of Agricultural/Residential District (AR) to Planned Commercial Development District (PCD). The subject parcels currently have a future land use designation of Commercial (COM). A prior application, ZON 26-0004 requesting rezoning to BB-2, was heard by the Board of County Commissioners at their April 28, 2026, meeting however, after discussion of the site plan, it was decided that the applicant would submit an application to rezone the parcels to PCD.

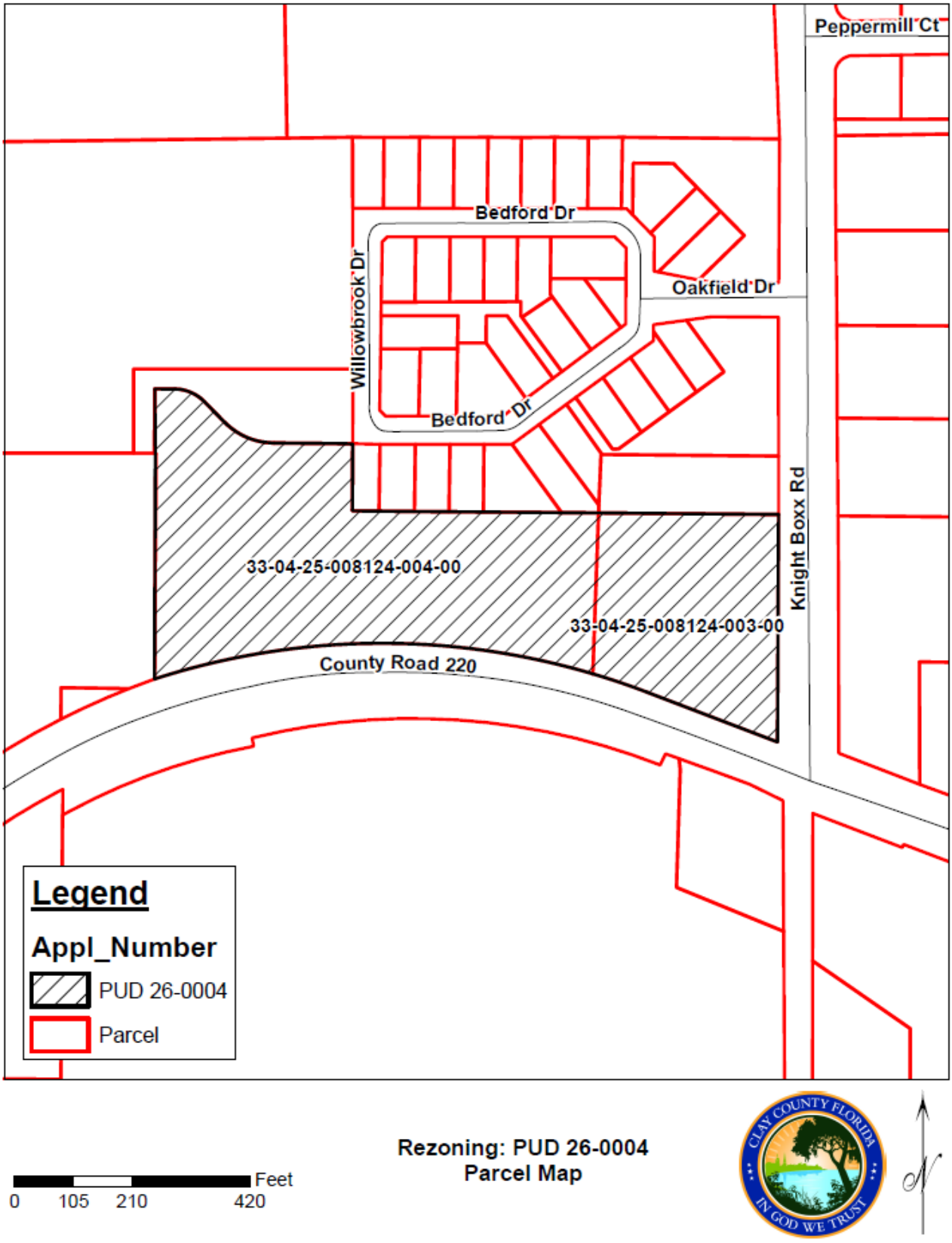
Figures 1 and 2 illustrate the location of the subject parcels as being the northwest corner of the intersection of CR 220 and Knight Boxx Road. The subject parcels are currently undeveloped as shown in the aerial image in Figure 3.

Figure 1 – Location Map



26

Figure 2 – Parcel Map



27

Figure 3 - Aerial Photo

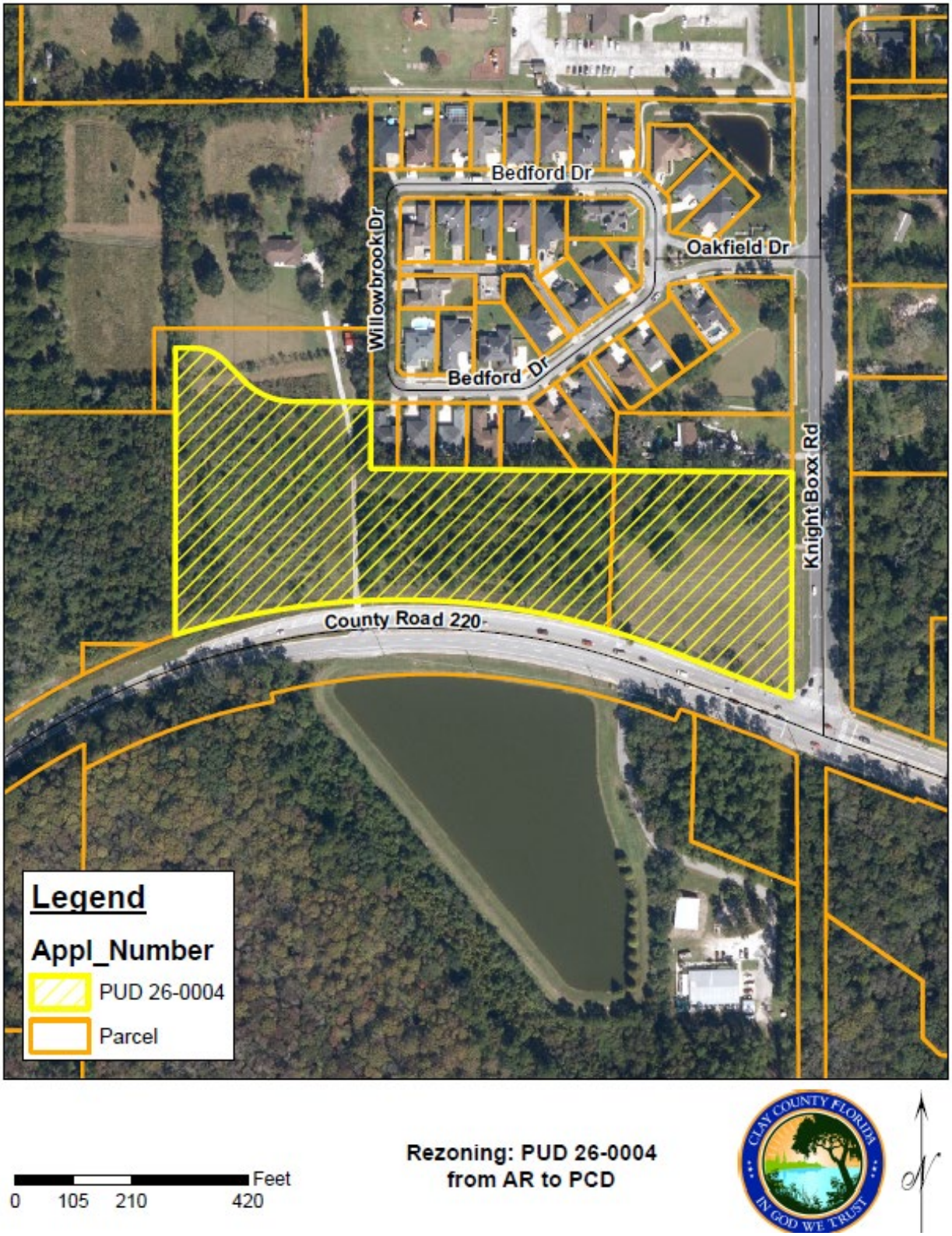


Figure 4 – Existing Zoning Map

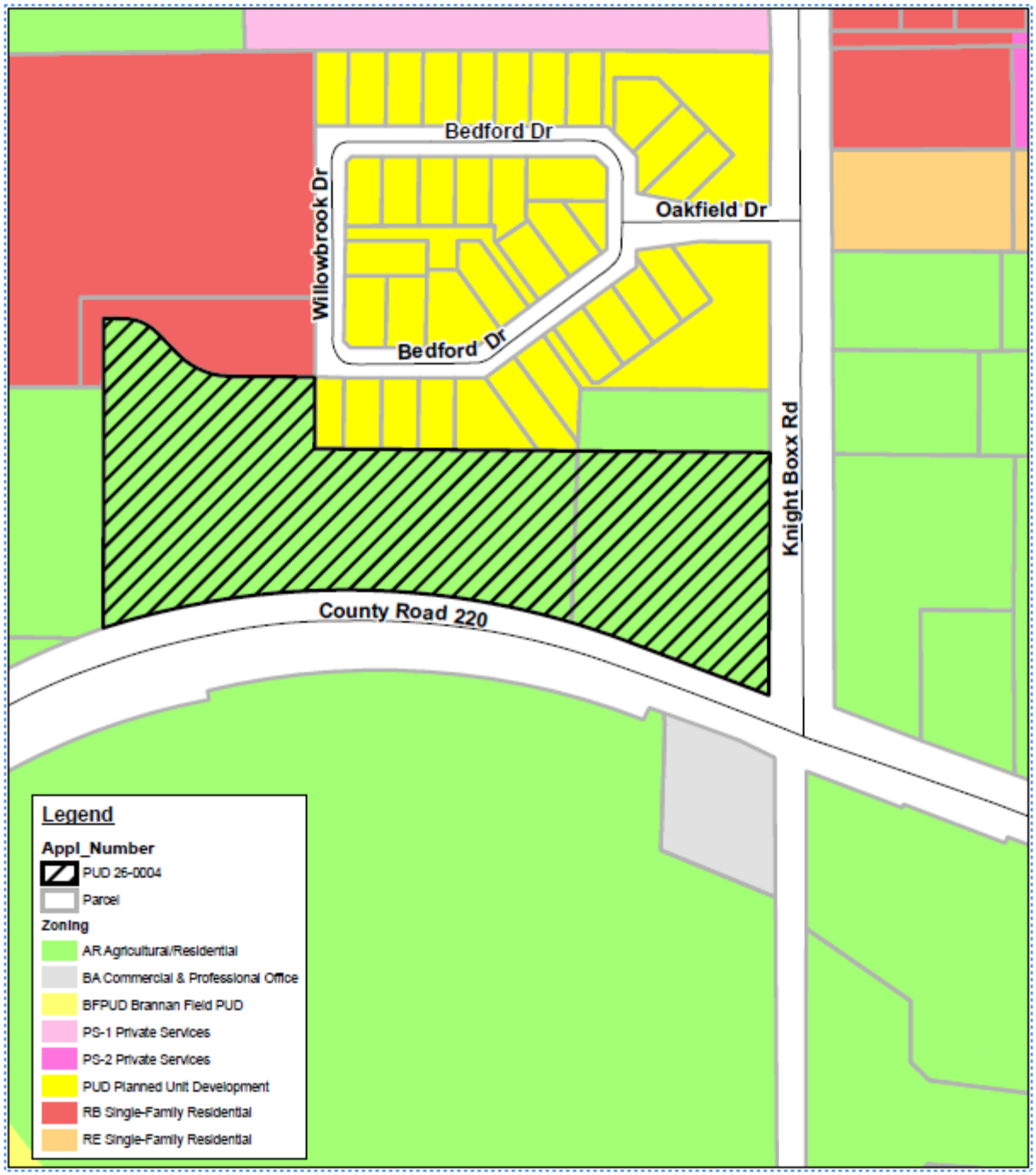
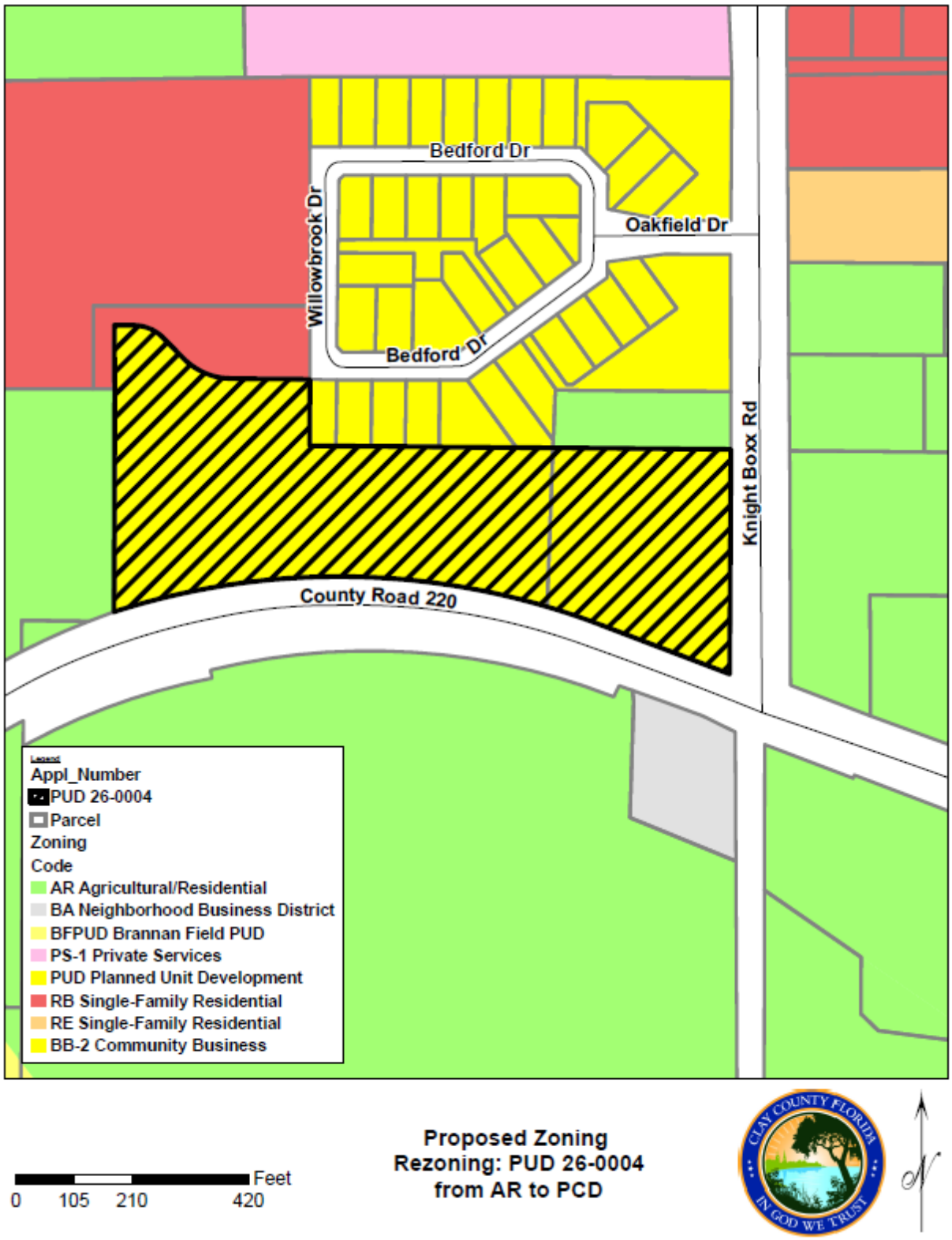


Figure 5 – Proposed Zoning Map



Relevant Land Development Code Policy:

The following policy relates to the proposed rezoning request:

Sec. 3-31. PLANNED COMMERCIAL DEVELOPMENT DISTRICT (ZONE PCD)

(a) *Intent and purpose*. It is the intent of this district to permit Planned Commercial Developments which are intended to encourage the development of land as planned commercial sites; encourage flexible and creative concepts of site planning; accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of conventional commercial zoning districts and to provide a stable environment and use which is compatible with the character of surrounding areas.

(b) *Permitted uses*. Any non-residential use, including commercial or retail uses, offices, clinics and professional uses, and residential dwellings as an accessory use to the permitted non-residential use for the purpose of providing security for the non-residential use, provided that any use proposed for the site must be approved by the Board of County Commissioners at the time of zoning approval. (Amended 8/27/96 - Ord. 96-35)

(c) *Minimum Waterfront Setback.* All structures shall be set back a minimum of 50 feet landward from the ordinary high water line or mean high water line, whichever is applicable; for waters designated as Aquatic Preserves or Outstanding Florida Waters, the setback will be 100 feet. These setbacks shall not apply to structures on lots or parcels located landward of existing bulkheads permitted by the St. Johns River Water Management District or Florida Department of Environmental Protection.

(d) *Planned Commercial Development approval procedure*. Approval for a Planned Commercial Development is obtained through a two-step process. The first step is an approval of the Preliminary Site Plan, including use or uses of the site, and rezoning of the land. The second step consists of Final Site Plan approval along with the Developer's Commitment Agreement.

(e) *Planned Commercial Development zoning and preliminary site plan approva*l. The applicant shall submit to the Planning and Zoning Department a request for rezoning to Planned Commercial Development Zoning Classification and a Preliminary Site Plan containing the following exhibits:

(1) A vicinity map showing the location of the proposed development and the relationship to surrounding streets and driveways.

(2) A site plan indicating location of all proposed structures, buffer areas, wetlands, parking areas, driveway locations and landscaping concepts.

(3) Detailed explanation of the proposed use of the property.

The Planning Commission will hold a public hearing on the request and forward their recommendations to the Board of County Commissioners.

The Board of County Commissioners, in approving any Planned Commercial Development rezoning, may impose special conditions or safeguards so as to insure the proposed development

will not have an adverse impact on the public interest.

(f) *Final site plan approval*. The applicant shall submit, within thirty (30) months from the date of Preliminary Site Plan approval.

(1) A Final Site Plan containing all the required submittals in accordance with Section 20.3-33(d) of this Article.

(2) A completed Developer's Commitment Agreement containing all conditions imposed during Preliminary Site Plan approval.

The Final Site Plan and the Developer's Commitment Agreement will be reviewed by the Development Review Committee prior to the issuance of any building permit.

(g) *Revisions of Planned Commercial Development final site plan*. Any major or substantial change in the approved PCD, which affects the intent and character of the development or permitted uses shall be reviewed and approved by the Board of County Commissioners. If the requested changes are deemed to have a substantial effect on adjacent property owners, the Board of County Commissioners shall cause a public hearing to be held prior to official action on said requested change.

Minor changes that do not affect the intent or character of the development may be approved by the Planning and Zoning Director.

(h) *Planned Commercial Development Time Limitations*.

(1) If substantial construction, as determined by the Planning and Zoning Director has not begun within four (4) years after approval of the Planned Commercial Development, the approval of the Planned Commercial Development will lapse.

(2) At its discretion and for good cause, the Board of County Commission may extend for one additional year the period for beginning construction. If the approved Planned Commercial Development lapses under this provision, the Planning and Zoning Director shall cause the Planned Commercial Development district to be removed from the Official Zoning Atlas, mail a notice by registered mail of revocation to the owner, and reinstate the zoning district which was in effect prior to the approval of the Planned Commercial Development.

(i) *Deviation from the Development Plan*. Any unapproved deviation from the accepted Development Plan shall institute a breach of agreement between the applicant and the County. Such deviation may cause the Board of County Commissioners to immediately revoke the Development Plan until such time as the deviations are corrected or become a part of the accepted Development Plan.

(j) *Phase Development.*

(1) A Planned Commercial Development as defined herein may be developed in phases with the approval of the Board of County Commissioners. In the event the applicant desires to develop a Planned Commercial Development in phases, the applicant shall submit a Schedule of Phases in addition to those items required with the application for zoning. The Schedule of Phases shall contain the following:

(i) The number of phases;

(ii) The date of commencement for each phase;

(iii) The approximate number of acres contained in each phase of development.

(iv) A map indicating with reasonable certainty the location of each phase of development.

(2) The Final Development Plans for the first phase shall be submitted within 12 months of the approval of the Planned Unit Development. Final Development Plans for each subsequent phase shall be submitted not later than six months prior to the date of commencement of each phase for the approval by the Board of County Commissioners.

(3) Multi-County Planned Commercial Development. The requirement of that substantial construction begin within two years of approval of the Planned Commercial Development shall be satisfied by commencing substantial construction in either county.

(4) Developments on Regional Impact. The requirements of this Section shall be supplemented or superseded by any contrary provisions of a County Development Order for a Development of Regional Impact (DRI), if the County, DRI developer, Florida Department of Community Affairs and appropriate Regional Planning Council have entered a development agreement pursuant to Section 380.032(3) Florida Statutes, modifying this Section.

(k) *Visual Barrier:* Proposed non-residential development shall be buffered from adjacent land within the residential land use categories identified in Section 20.3-8 with a ten (10) foot landscaped area, minimum six (6) foot high opaque barrier (fence or vegetation) and tree planting thirty (30) feet on center. For all development commenced on or after January 28, 2003, the provisions of this subsubsection shall not apply. For developments that commence after this date, the provisions of Article VI of the Clay County Land Development Code (the Tree Protection and Landscaping Standards) will apply. (*Rev. 02/08/11)*

(l) Conditional Uses - The following uses are permitted in the PCD Zoning District, subject to the conditions provided in Section 20.3-5.

(1) Medical Marijuana Treatment Center Dispensing Facility

Analysis of Proposed Rezoning Amendment

In reviewing the proposed application for Rezoning, the following criteria may be considered along with such other matters as may be appropriate to the particular application:

(a) Whether the proposed change will create an isolated district unrelated to or incompatible with adjacent and nearby districts;

Staff Finding: This application requests rezoning of the subject parcels to a district designation that is consistent with the prior land use amendment to Commercial and does not create an isolated or unrelated district.

(b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the real property proposed for change;

Staff Finding: The district boundaries would be consistent with the prior land use amendment to Commercial and are appropriate given the location at an intersection of two major collector roads.

(c) Whether the conditions which existed at the time the real property was originally zoned have changed or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed Rezoning;

Staff Finding: The land use was changed in 2003 however the zoning remained Agricultural/Residential. This request would bring the zoning into consistency with the land use and allow for development of the property.

(d) Whether the affected real property cannot be used in accordance with existing zoning;

Staff Finding: While the property could be developed as single-family residential under this zoning designation, there exists an inconsistency with the land use.

(e) Whether the proposed Rezoning application is compatible with and furthers the County's stated objectives and policies of the Plan;

Staff Finding: The proposed rezoning is compatible with the Comprehensive Plan and supports the intent of the future land use designation.

(f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a legitimate public purpose;

Staff Finding: There is no public purpose served by keeping the zoning district boundaries in their current locations on the subject parcel.

(g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is inconsistent with surrounding land use;

Staff Finding: Maintenance of the status quo prevents the development of the parcel consistent with the amended land use.

(h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density within the district already permitting such intensity or density.

Staff Finding: The rezoning of the subject parcels would permit limited commercial intensity in a location that would meet the needs of the immediate residential.

The proposed rezoning would change the two parcels totaling (8.37 acres) from Agricultural Residential (AR) to Community Business District (BB-2). This change would be consistent with the future land use designation of Commercial that was approved through an amendment in 2003. The surrounding land use and zoning districts are as shown in the table below:

	Future Land Use	Zoning District
North	Urban Core (10) (UC-10)	Agricultural/Residential (AR), Single-Family Residential District (RB) & Planned Unit Development (PUD)
South (across CR 220)	Urban Core (10) (UC-10) & Commercial (COM)	Agricultural/Residential (AR) & Neighborhood Business District (BA)
East (across Knight Boxx Road)	Commercial (COM)	Agricultural/Residential (AR)
West	Urban Core (10) (UC-10)	Agricultural/Residential (AR) & Single-Family Residential District (RB)

PCD Site Plan

The site plan for the PCD includes an 8,228 square foot convenience store with patio for outdoor dining, a carwash and twenty-four fueling stations. A proposed stormwater pond is shown on the parcel along with an additional area shown as open space/proposed pond area. Access to the parcel will be from both Knight Boxx Road and CR 220. An 8' masonry wall/sound barrier has been shown on the site plan extending from the western side of the car wash to the eastern property line. The balance of the buffer between the pond and the adjacent residential will meet the requirements for a Perimeter Buffer "B" as required in Article VI.

PCD Written Statement

The written statement provides substantial guidance for the PCD including permitted and prohibited uses, lighting standards intended to minimize light trespass to the adjacent residential and landscape buffer standards which are consistent with County policy but also provide the addition of an 8' masonry wall for a sound barrier extending from the car wash to the eastern property line.

Recommendation

Staff recommends approval of PUD 26-0004.

Ordinance No. 2026 - _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF TWO PARCELS OF LAND (TAX PARCEL IDENTIFICATION #s 33-04-25-008124-003-00 AND 33-04-25-008124-004-00), TOTALING APPROXIMATELY 8.37 ACRES, FROM THEIR PRESENT ZONING CLASSIFICATION OF AGRICULTURAL/RESIDENTIAL DISTRICT (AR) TO PLANNED COMMERCIAL DEVELOPMENT DISTRICT (PCD); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Application PUD 26-0004 seeks to rezone certain real property totaling approximately 8.37 acres (tax parcel identification #s 33-04-25-008124-003-00 and 33-04-25-008124-004-00) (the Property) described in Exhibit "A-1", and depicted in Exhibit "A-2".

Section 2. The Board of County Commissioners approves the rezoning request. The zoning classification of the Property is hereby changed from Agricultural/Residential District (AR) to Planned Commercial Development District (PCD), subject to the conditions outlined in the Written Statement attached as Exhibit "B-1" and the Site Plan attached as Exhibit "B-2".

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

ATTEST:

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

Exhibit "A-1"

Legal Description – A

Parcel No.: 33-04-25-008124-003-00

A parcel of land consisting of a portion of the Southeast 1/4 of Section 33, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Begin at the southeast corner of the Northeast 1/4 Section 33; thence on the east line of said Section 33 (also being the west line of County Road 220-A) South 00 degrees 18 minutes 00 seconds West, 333.55 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 50.0 feet, an arc distance of 96.52 feet to the northerly line of County Road No. 220, said arc being subtended by a chord bearing and distance of South 55 degrees 36 minutes 03 seconds West 82.22, feet; thence continue westerly along said northerly line and along the arc of a curve concave southerly and having a radius of 1323.24 feet, an arc distance of 101.73 feet, said arc being subtended by a chord bearing and distance of North 71 degrees 18 minutes 02 seconds West, 101.71 feet; thence North 02 degrees 04 minutes 25 seconds East, 287.06 feet to the said south line of said Northeast 1/4 of Section 33; thence on said south line, South 89 degrees 31 minutes 20 seconds East, 321.00 feet to the point of beginning; being 2.55 acres, more or less, in area.

Subject to a 25' Easement to Clay County Utility Authority as per Official Records Book 2125, page 0302 of said public records.

Parcel No.: 33-04-25-008124-004-00

A parcel of real property situated in Clay County, Florida and more particularly described as follows:

A parcel of land consisting of a portion of the Southeast 1/4 and a portion of the Northeast 1/4 of Section 33, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the southeast corner of said Northeast 1/4 of Section 33; thence on the south line thereof, North 89 degrees 31 minutes 20 seconds West, 321.00 feet to the point of beginning; thence South 02 degrees 04 minutes 25 seconds West, 287.06 feet to the northerly line of County Road No. 220; thence westerly along said northerly line and along an arc of a curve concave southerly and having a radius of 1323.24 feet, an arc distance of 793.12 feet, said arc being subtended by a chord bearing and distance of South 89 degrees, 19 minutes 33 seconds West, 781.30 feet to a point on the easterly line of the lands conveyed in Official Records Book 855, page 69 of the public records of Clay County, Florida; thence along the easterly and northerly boundaries of said lands the following courses: North 00 degrees 22 minutes 10 seconds East, 402.43 feet to an angle point in said boundary; North 89 degrees 33 minutes 30 seconds West, 3.00 feet; thence departing said northerly boundary, North 00 degrees 26 minutes 30 seconds East, 115.00 feet; thence South 89 degrees 33 minutes 30 seconds East, 35.15 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 75.0 feet, an arc distance of 58.90 feet, said arc being subtended by a chord bearing and distance of South 67 degrees 03 minutes 30 seconds East, 57.40 feet; thence South 44 degrees 33 minutes 30 seconds East, 51.50 feet; thence southeasterly along the arc of a curve concave northeasterly and having a radius of 125.00 feet, an arc distance of 98.17 feet, said arc being subtended by a chord bearing and distance of South 67 degrees 03 minutes 30 seconds East 95.67 feet; thence South 89 degrees 33 minutes 30 seconds East, 140.55 feet to the west line of Boxwood, according to plat thereof recorded in Plat Book 42, pages 68 through 70 of the public records of said county; thence on said west line, South 00 degrees 18 minutes 00 seconds West, 120.00 feet to the south line thereof (also being the north line of said Southeast 1/4 of Section 33); thence on said north line, South 89 degrees 31 minutes 20 seconds East, 439.00 feet to the point of beginning.

Exhibit “A-2”

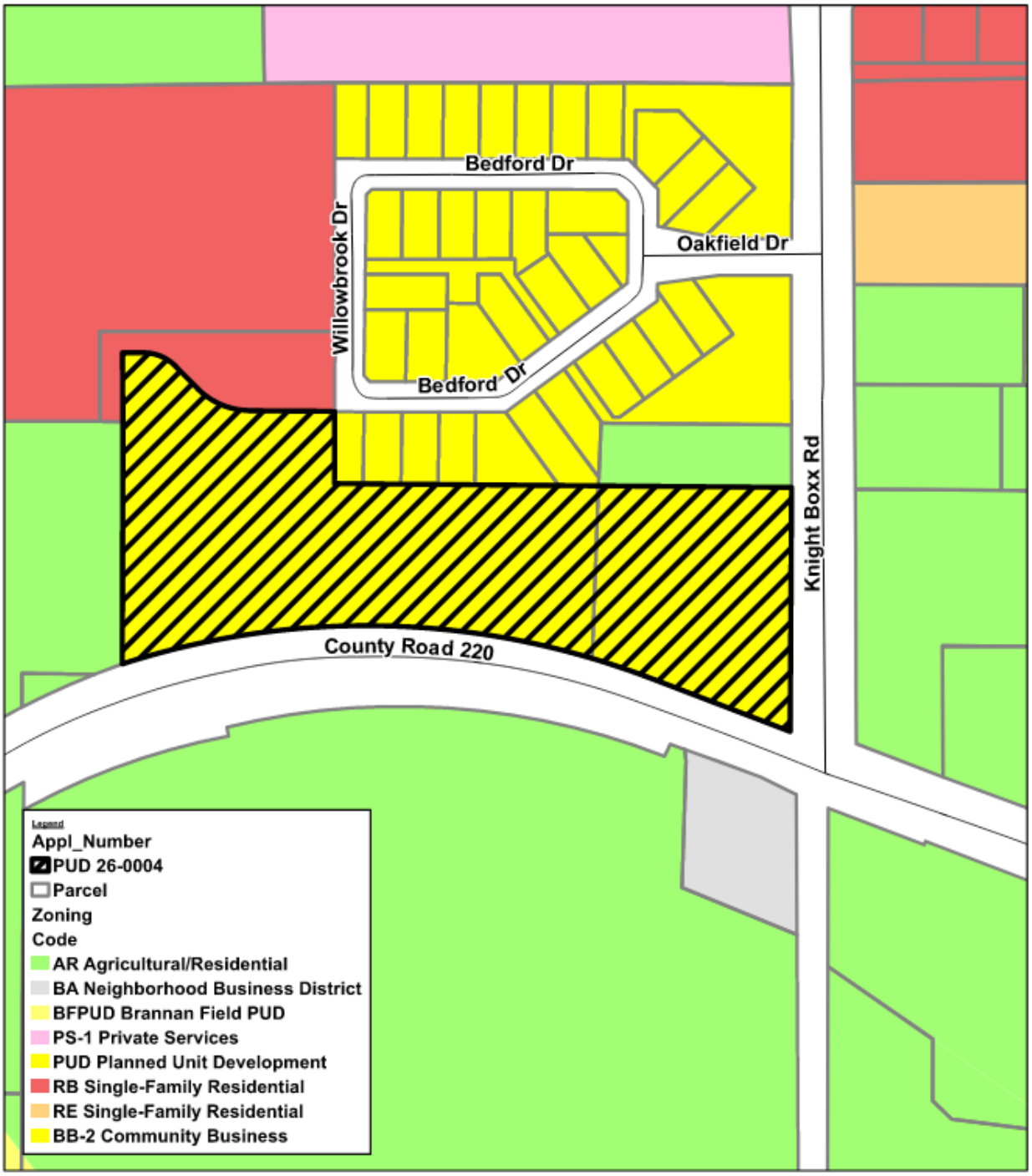

Bedford Dr
Willowbrook Dr
Oakfield Dr
Bedford Dr
Knight Boxx Rd
County Road 220
Legend
Appl_Number
PUD 26-0004
Parcel
Zoning
Code
AR Agricultural/Residential
BA Neighborhood Business District
BFPUD Brannan Field PUD
PS-1 Private Services
PUD Planned Unit Development
RB Single-Family Residential
RE Single-Family Residential
BB-2 Community Business
Feet
0 105 210 420
Proposed Zoning
Rezoning: PUD 26-0004
from AR to PCD
CLAY COUNTY FLORIDA
IN GOD WE TRUST

Exhibit “B-1”

CLAY COUNTY, FLORIDA

UNINCORPORATED AREA

PCD WRITTEN DESCRIPTION

Daily's Convenience Store & Commercial PCD
Planned Commercial Development District

240 Knight Boxx Road, Middleburg, Florida

Application No. ZON 26-0004

Owner:	First Coast Energy LLP
Agent / Applicant Representative:	Jason Gabriel, Esq. Burr & Forman LLP 50 N. Laura Street, Suite 3000 Jacksonville, FL 32202
Parcel ID(s):	33-04-25-008124-003-00 (2.54 acres) 33-04-25-008124-004-00 (5.826 acres)
Site Address:	240 Knight Boxx Road, Middleburg, Florida
General Location:	At the intersection of County Road 220 and Knight Boxx Road, Clay County, Florida
Acreage:	±8.37 Acres
Commission District:	District 5 (Commissioner Burke)
Planning District:	OakLeaf Branan-Ridge
Current Zoning:	AR – Agricultural Residential District
Proposed Zoning:	PCD – Planned Commercial Development District
Future Land Use:	Commercial
Application Type:	Rezoning – PCD (new application which replaces the original BB-2 rezoning request under ZON 26-0004)

Prepared: May 2026

I. SUMMARY DESCRIPTION OF THE PROPERTY

Application No.:	Previously under ZON 26-0004
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Owner of Record:	First Coast Energy LLP
Applicant's Agent:	Jason Gabriel, Esq., Burr & Forman LLP
Current Land Use Designation:	Commercial
Proposed Land Use Designation:	Commercial (no change required)
Current Zoning District:	AR – Agricultural Residential District
Proposed Zoning District:	PCD – Planned Commercial Development District
Total Site Area:	±8.37 Acres
Commission District:	District 5 (Commissioner Burke)
Planning District:	OakLeaf Branan-Ridge

II. SUMMARY AND PURPOSE OF THE PCD – COMPREHENSIVE PLAN CONSISTENCY

First Coast Energy LLP (the "Applicant"), the owner of record and parent company of Daily's, proposes to rezone approximately 8.37 acres of vacant land located at 240 Knight Boxx Road, Middleburg, Clay County, Florida (the "Property"), from AR (Agricultural Residential District) to PCD – Planned Commercial District. The Property is more particularly described in the legal description attached hereto as Exhibit "A." The Applicant is represented by Jason Gabriel, Esq. of Burr & Forman LLP.

The Property is located off County Road 220, south of Old Jennings Road, at the intersection of County Road 220 and Knight Boxx Road, Clay County, Florida, in the Middleburg area. It is currently vacant land with a Future Land Use designation of Commercial.

This PCD Written Description is submitted in lieu of the conventional rezoning to BB-2 (Community Business District) that was originally requested under Application ZON 26-0004. The Applicant elects the PCD zoning classification to secure a project-specific, customized set of development standards tailored to a proposed Daily's Convenience Store with six (6) islands containing two (2) pumps each, providing twenty-four (24) fueling positions, a car wash, and associated commercial uses, while maintaining development standards that are substantively consistent with — and no less restrictive

than — the Clay County BB-2 Community Business District standards set forth in Section 3-26.1 of the Clay County Land Development Code (LDC).

The proposed PCD is consistent with the Commercial Future Land Use designation applicable to the Property, as well as the Goals, Objectives, and Policies of the Clay County Comprehensive Plan. The daily convenience and motor fuel use contemplated by this PCD is a permitted use under the BB-2 zoning district (convenience store with a car wash, and the sale of gasoline — Sec. 3-26.1(b)(2)) and is therefore fully consistent with the applicable Commercial land use designation. No Comprehensive Plan amendment is required.

The PCD approach provides Clay County with a transparent, enforceable, and site-specific framework that incorporates best practices in site design, landscaping, lighting, and operational controls for motor fuel facilities and car wash operations, thereby promoting compatibility with surrounding uses and protecting the public health, safety, and general welfare of the Middleburg community.

III. DESCRIPTION OF DEVELOPMENT

The development of the Property will be consistent with and in accordance with the terms of the BB-2 Community Business District (Sec. 3-26.1 of the Clay County LDC) with the following project-specific standards, additions, modifications, and exceptions as set forth herein. Where this Written Description is silent, the standards of the BB-2 District and all other applicable provisions of the Clay County LDC shall govern.

A. PCD Conceptual Site Plan

A PCD Conceptual Site Plan is attached hereto as Exhibit “B” (the “Site Plan”). The Site Plan depicts the general layout of the proposed development, including the primary building location, motor fuel canopy area, car wash structure, vehicular circulation, access points, parking areas, stormwater management, and landscape buffer locations. The configuration shown on the Site Plan is conceptual. Revisions to the Site Plan, including internal circulation, stormwater facility location and design, and other development features, may be required as the project proceeds through final engineering and DRC site plan review, subject to the review and approval of the Development Review Committee (DRC) in accordance with Sec. 3-26.1(a) of the Clay County LDC.

This Site Plan contains the following features that have been incorporated at the request of the Board of County Commission and that shall be included in the development of the Property: (i) a minimum 25 foot wide vegetative buffer along the entirety of the northern edge of the Property as set forth in the Site Plan; and (ii) an eight (8) foot high masonry wall/sound barrier that begins near the carwash and extends along the northern boundary to the eastern portion of the Property, to be constructed within the 25 foot wide vegetative buffer, as set forth in the Site Plan.

B. Permitted Uses and Structures

The following uses and structures shall be permitted within the PCD:

1. Primary Permitted Uses

- Commercial uses including all commercial sales and services associated with a convenience store with the sale of gasoline (inclusive of the retail sale and service of convenience store goods, food, beverages, tobacco products, automotive supplies, and similar convenience store merchandise).
- All uses permitted in Sec. 3-24(c), Land Development Code.
- Retail sales of beer and wine at establishments commonly known as convenience stores, pursuant to Florida Department of Business Regulations (Division of Alcoholic Beverages and Tobacco) for off-premises consumption.
- Motor Fuel Sales – dispensing of gasoline and diesel fuel through self-service fuel pumps located under a fuel canopy structure, configured with six (6) islands containing two (2) pumps each, providing twenty-four (24) fueling positions.
- Car Wash Facilities – automated or tunnel-style car wash facility, including associated vacuum stations, equipment rooms, and customer waiting/staging areas.
- Lottery ticket sales and ATM/financial kiosks as accessory uses within the convenience store.
- Food service and/or quick-service prepared food sales within the convenience store building (no separate drive-through for food service unless otherwise approved through DRC site plan review).
- Grocery store; drug store; fruit and vegetables (inside building); hardware store; retail meat markets.
- Outdoor customer seating / patio (no amplified music outdoors).

2. Associated and Accessory Commercial Uses

- Retail stores offering general merchandise, personal services, or similar neighborhood-serving commercial uses, consistent with uses permitted in the BB-2 district under Sec. 3-26(b)(1).
- Office uses ancillary to the primary commercial operation.
- Outdoor display of seasonal merchandise (e.g., propane exchange, ice, firewood) immediately adjacent to the principal building entrance.
- Motor vehicle-related accessory sales (e.g., windshield fluid, motor oil, automotive accessories) limited to interior sales within the convenience store building.
- Storage and utility structures accessory to the principal uses.
- Stormwater management facilities, drainage improvements, and infrastructure as required by applicable regulatory agencies.
- Essential services including water, sewer, gas, telephone, cable, electric, and telecommunications, meeting the applicable standards of the Clay County LDC.
- Signage in accordance with Section V of this Written Description.

3. Uses Not Permitted

The following uses are expressly prohibited within this PCD:

- Adult entertainment establishments and sexually oriented businesses.

- Mini-warehouses or self-storage facilities.
- Land Clearing Debris Disposal Facilities.
- Motor vehicle sales, rental, or repair (except minor automotive accessory sales conducted entirely inside the convenience store building).
- Any use which creates obnoxious, corrosive, or offensive noise, gas, odor, smoke, dust, fumes, vibration, or light detrimental to surrounding properties or the health and welfare of area residents.
- Any use not specifically permitted or reasonably accessory to a use permitted above.

C. Lot and Building Development Standards

The principal building(s), accessory structures, fuel canopy, car wash structure, and all other uses within the PCD shall comply with the following minimum development standards, which are substantively consistent with the BB-2 District standards of Sec. 3-26.1(e). This is in addition to the required items set forth in Section III.A above:

Development Standard	PCD Requirement
Minimum Front Yard Setback	25 feet from front property line (consistent with Sec. 3-26.1(e)(3) and Sec. 19, Subsection 4, Ord. 82-45, as amended)
Minimum Side Yard Setback – Adjacent to Business District	15 feet minimum; may be reduced to the side lot line if building is constructed in conformance with applicable Building Code requirements
Minimum Side Yard Setback – Adjacent to Residential or Agricultural District	25 feet from side property line
Minimum Rear Yard Setback	20 feet from rear property line; 25 feet when adjacent to single-family or multi-family residential uses
Setback from Ordinary High Water Line / Mean High Water Line	50 feet minimum; 100 feet for Aquatic Preserves or Outstanding Florida Waters
Fuel Canopy Setback	Canopy columns shall meet the minimum front, side, and rear setbacks applicable to principal structures as set forth above; canopy roof overhang shall maintain a minimum setback of 10 feet from all property lines
Car Wash Structure Setback	Subject to the same minimum setbacks as the principal building as set forth above
Maximum FAR (Floor Area Ratio)	40% (consistent with Sec. 3-26.1(e)(7))
Maximum Building Height	35 feet, not to exceed 2 stories for the principal convenience store building; fuel canopy height not to exceed 20 feet measured from finished grade to the underside of the canopy roof
Minimum Distance from Refuse/Materials to Residential/Agricultural District Line	30 feet (consistent with Sec. 3-26.1(e)(5))

Development Standard	PCD Requirement
Refuse Containers	Containerized and fully screened/enclosed so as not to be readily visible from public rights-of-way or adjacent properties

D. Motor Fuel Sales and Car Wash – Specific Operational Standards

In addition to the development standards set forth in Section III.C above, the following operational and design standards shall apply to the motor fuel sales and car wash components of this PCD:

1. Motor Fuel Sales / Fuel Canopy

- Motor fuel pumps and the fuel canopy shall be located at a minimum distance from all property lines as set forth in Section III.C above.
- Fuel pump islands shall be oriented so that vehicle queuing does not block or impede access driveways, internal circulation aisles, or parking areas.
- Underground storage tanks (USTs) shall be installed and maintained in accordance with all applicable Florida Department of Environmental Protection (FDEP) rules and regulations, and all applicable federal Environmental Protection Agency (EPA) requirements.
- Canopy lighting shall be full-cutoff or fully-shielded fixtures directed downward to minimize light spillage to adjacent properties and rights-of-way, consistent with Section III.F below.
- Fuel canopy fascia signage shall be incorporated into the overall PCD sign plan and shall comply with the signage standards set forth in Section V of this Written Description.
- Emergency shutoff controls shall be provided in a readily accessible location and shall comply with applicable fire codes and FDEP requirements.

2. Car Wash

- The car wash shall be a fully enclosed, automated or tunnel-type structure. Open-air car wash bays are not permitted.
- The car wash structure shall be located and oriented to direct vehicle stacking lanes away from adjacent public rights-of-way to the maximum extent practicable.
- Car wash equipment, mechanical systems, and dryers shall comply with all applicable noise standards and shall not create sound audible off-site at a level exceeding applicable County noise regulations.
- No outside amplification of sound shall be permitted which can be heard off-site, consistent with Sec. 3-26.1(e)(8).
- All runoff shall be captured, recycled, or treated in accordance with applicable FDEP and St. Johns River Water Management District (SJRWMD) requirements prior to discharge.
- Vacuum stations, if provided, shall be located within the interior of the site, screened from adjacent residential uses where applicable, and operated in compliance with applicable noise standards.

E. Off-Street Parking and Loading

- Off-street parking shall be provided as set forth in the Site Plan, and otherwise, in accordance with Section 8-12 of the Clay County LDC, as applicable to the uses within the PCD.
- Parking areas shall be paved with asphalt, concrete, or an equivalent approved surface, and shall comply with applicable stormwater management requirements.
- Accessible parking spaces shall be provided in accordance with the Americans with Disabilities Act (ADA) and the Florida Accessibility Code for Building Construction.
- Loading areas shall be provided for deliveries to the convenience store and shall be located so as not to obstruct internal circulation or access drives.

F. Lighting

- All exterior artificial lighting, including under-canopy lighting at the fuel pump area, parking lot lighting, building-mounted lighting, and security lighting, shall use full-cutoff or dark-sky-compliant fixtures that direct light downward and prevent off-site glare.
- Lighting shall be directed away from all adjacent residential and agricultural districts, consistent with Sec. 3-26.1(e)(6) of the Clay County LDC.
- The maximum illumination at any property line adjacent to a residentially zoned parcel shall not exceed 0.5 foot-candles, as measured at the property line.
- Fuel canopy lighting shall achieve adequate illumination levels for safety and security while avoiding excessive brightness or sky glow inconsistent with surrounding land uses.
- A photometric plan shall be submitted for DRC review as part of the site plan application.

G. Landscaping, Tree Preservation, and Visual Buffers

- Landscaping and tree preservation shall be as provided in the Site Plan, and otherwise, in accordance with Article VI of the Clay County Land Development Code (Tree Protection and Landscaping Standards), as applicable.
- Where the PUD property is adjacent to lands within a residential land use category, perimeter buffers shall be provided in accordance with the Article VI Perimeter Buffer Standards of the Clay County LDC. Where commercial development is adjacent to residential uses (“B” type buffer), the required buffer shall include: a minimum twenty (20) foot wide landscaped buffer area; a minimum six (6) foot high visual barrier (which may consist of a fence, shrubs, wall, berm, or any combination thereof); and evergreen tree planting at a spacing of thirty (30) feet on center. As depicted on the Site Plan, the northern edge of the Property adjacent to residential uses shall be buffered by a minimum twenty-five (25) foot wide buffer with an eight (8) foot masonry wall, which exceeds the minimum Article VI requirements.
- No materials, garbage containers, or refuse shall be located nearer than thirty (30) feet to any adjacent residential or agricultural zoning district, consistent with Sec. 3-26.1(e)(5).
- Landscape islands shall be incorporated into the parking lot design in accordance with applicable LDC requirements.
- The car wash and fuel canopy shall be incorporated into the overall landscape plan to minimize visual impacts from public rights-of-way.

H. Access, Traffic Circulation, and Transportation

- Access to the Property shall be as shown on Site Plan from the referenced County Roads (Knight Boxx Road and CR-220), and shall be subject to approval by the Clay County Public Works Department and, if applicable, the Florida Department of Transportation (FDOT).
- The number and location of access points shall minimize conflicts between motor fuel customers, car wash vehicles, and general parking lot traffic, and shall be subject to DRC review and approval.
- Internal circulation shall provide clear and separated ingress and egress pathways, with designated vehicle stacking lanes for the car wash that do not conflict with other on-site traffic movements.
- Sidewalks shall be as provided in the Site Plan.

I. Utilities and Environmental

- The Property shall be served by central water and sanitary sewer in accordance with applicable Clay County utility requirements and FDEP standards.
- Stormwater management shall be designed and constructed in conformance with the requirements of the Clay County LDC, the SJRWMD Environmental Resource Permit (ERP) program, and any other applicable regulatory requirements.
- All underground storage tanks and fuel management systems shall comply with FDEP Chapter 62-761 and 62-762, F.A.C., and applicable federal EPA regulations.
- Best management practices (BMPs) for motor fuel facilities and car wash operations, including spill containment and secondary containment measures, shall be incorporated into the site design in accordance with applicable regulatory requirements.

IV. SITE PLAN REVIEW

Prior to the issuance of any building permit for any structure or use within this PCD, a site plan shall be submitted to the Clay County Development Review Committee (DRC) for review and approval, consistent with the requirements of Sec. 3-26.1(a) of the Clay County LDC and all applicable provisions of the Clay County Land Development Code.

The site plan submittal shall include, at a minimum:

1. Detailed site plan depicting: building footprints and dimensions; fuel canopy location, dimensions, and column locations; car wash structure location and dimensions; parking layout and counts; drive aisles and vehicular circulation; stacking lanes for car wash; access driveways; refuse enclosure location; and all setbacks from property lines.
2. Landscape plan consistent with the Site Plan and to the extent applicable, Article VI of the Clay County LDC and the buffer standards set forth in Section III.G of this Written Description.
3. Photometric (lighting) plan demonstrating compliance with Section III.F of this Written Description.
4. Sign plan consistent with Section V of this Written Description.
5. Stormwater management plan for review by Clay County Public Works and/or SJRWMD.
6. Utility plan indicating connection to central water and sewer.
7. Traffic information, if required by Clay County or FDOT.

8. Underground storage tank registration and FDEP permit documentation, if available at time of DRC submittal.

V. SIGNAGE

All signage within the PCD shall comply with the Clay County LDC sign regulations applicable to commercial uses, unless modified herein. The following specific standards shall apply:

- One (1) ground/monument sign shall be permitted at each street frontage access point, subject to the height, area, and setback limitations of the applicable Clay County sign regulations for commercial zoning districts.
- The fuel canopy fascia may incorporate brand identification signage (Daily's brand name, logo, and/or motor fuel pricing) on the canopy fascia panels, provided the total canopy fascia sign area does not exceed the limits established by the applicable Clay County sign code for the site.
- Building wall signage shall be permitted on the convenience store building in accordance with the applicable Clay County sign regulations.
- Price signs for motor fuel shall comply with applicable Florida Statutes and Clay County sign regulations.
- Directional signs for vehicle circulation (e.g., "Enter," "Exit," "Car Wash Entrance") shall be permitted and shall not count toward the maximum sign area, subject to a maximum height of 4 feet and maximum sign face area of 6 square feet per sign.
- Temporary signs, banners, or pennants shall be displayed in accordance with the Clay County LDC.

VI. GENERAL CONDITIONS AND MISCELLANEOUS PROVISIONS

A. LDC Compliance

Except as expressly modified by this Written Description, all applicable provisions of the Clay County Land Development Code, the Clay County Code of Ordinances, and applicable state and federal regulations shall govern the development and operation of uses within this PCD.

B. Sound / Noise

No outside amplification of sound shall be permitted which can be heard off-site, consistent with Sec. 3-26.1(e)(8) of the Clay County LDC. Car wash dryer equipment, vacuum stations, and any outdoor audio systems shall comply with applicable County noise ordinances.

C. Uses Not Permitted

Any use not expressly listed as permitted in Section III.B of this Written Description is not permitted within this PCD. Any proposed unlisted use shall be subject to the unlisted use determination process set forth in the Clay County LDC.

D. Amendments

Substantive amendments to this PCD Written Description shall require Board of County Commissioner approval through the rezoning process. Minor amendments, adjustments to site plan details, and other non-substantive modifications may be approved by the DRC or Clay County Planning Director in accordance with the Clay County LDC.

E. Exhibits

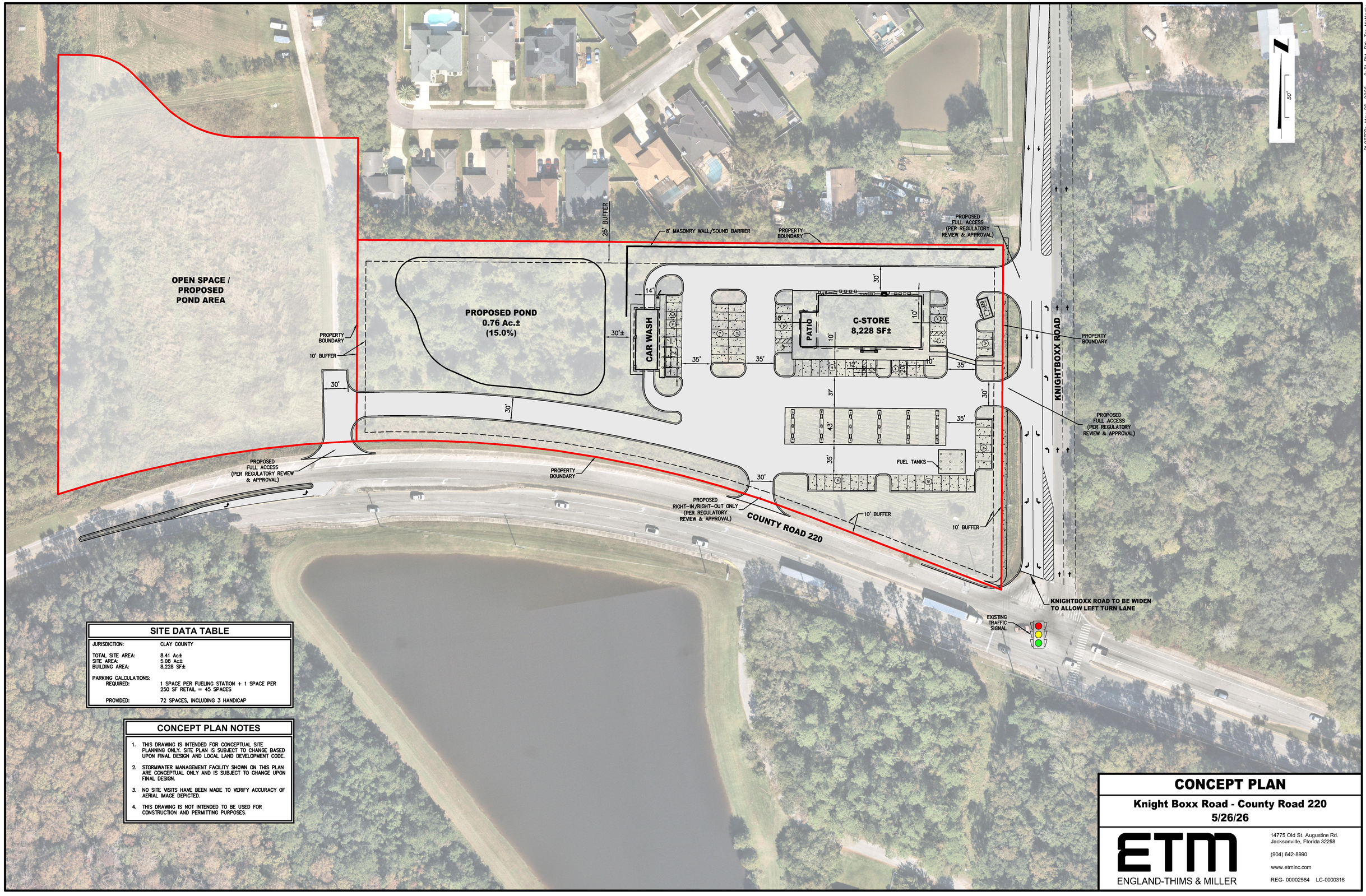
The following exhibits are incorporated into and made a part of this PCD Written Description:

- Exhibit “A” – Legal Description of the Property
- Exhibit “B” – PCD Site Plan

F. PCD Time Limitations

The time limitations set forth in Sec. 3-33(f) shall not apply to this specific PCD Zoning District. Accordingly, this PCD shall not have any time limitation or expiration of, or to, the uses or rights set forth herein.

Exhibit “B-2”



PLOTTED: May 26, 2026 - 2:31 PM, BY: Tre McNeely

SITE DATA TABLE

JURISDICTION:	CLAY COUNTY
TOTAL SITE AREA:	8.41 Ac±
SITE AREA:	5.08 Ac±
BUILDING AREA:	8,228 SF±
PARKING CALCULATIONS: REQUIRED:	1 SPACE PER FUELING STATION + 1 SPACE PER 250 SF RETAIL = 45 SPACES
PROVIDED:	72 SPACES, INCLUDING 3 HANDICAP

CONCEPT PLAN NOTES

1. THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL ONLY AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
3. NO SITE VISITS HAVE BEEN MADE TO VERIFY ACCURACY OF AERIAL IMAGE DEPICTED.
4. THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.

CONCEPT PLAN

Knight Boxx Road - County Road 220
5/26/26

ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
(904) 642-8990
www.etminc.com
REG- 00002584 LC-0000316

CLAY COUNTY, FLORIDA

UNINCORPORATED AREA

PCD WRITTEN DESCRIPTION

Daily's Convenience Store & Commercial PCD
Planned Commercial Development District

240 Knight Boxx Road, Middleburg, Florida

Application No. ZON 26-0004

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Agent / Applicant Representative:	Jason Gabriel, Esq. Burr & Forman LLP 50 N. Laura Street, Suite 3000 Jacksonville, FL 32202
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- Outdoor customer seating / patio (no amplified music outdoors).

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Maximum Building Height	35 feet, not to exceed 2 stories for the principal convenience store building; fuel canopy height not to exceed 20 feet measured from finished grade to the underside of the canopy roof
Minimum Distance from Refuse/Materials to Residential/Agricultural District Line	30 feet (consistent with Sec. 3-26.1(e)(5))

Development Standard	PCD Requirement
Refuse Containers	Containerized and fully screened/enclosed so as not to be readily visible from public rights-of-way or adjacent properties

D. Motor Fuel Sales and Car Wash – Specific Operational Standards

In addition to the development standards set forth in Section III.C above, the following operational and design standards shall apply to the motor fuel sales and car wash components of this PCD:

1. Motor Fuel Sales / Fuel Canopy

- Motor fuel pumps and the fuel canopy shall be located at a minimum distance from all property lines as set forth in Section III.C above.
- Fuel pump islands shall be oriented so that vehicle queuing does not block or impede access driveways, internal circulation aisles, or parking areas.
- Underground storage tanks (USTs) shall be installed and maintained in accordance with all applicable Florida Department of Environmental Protection (FDEP) rules and regulations, and all applicable federal Environmental Protection Agency (EPA) requirements.
- Canopy lighting shall be full-cutoff or fully-shielded fixtures directed downward to minimize light spillage to adjacent properties and rights-of-way, consistent with Section III.F below.
- Fuel canopy fascia signage shall be incorporated into the overall PCD sign plan and shall comply with the signage standards set forth in Section V of this Written Description.
- Emergency shutoff controls shall be provided in a readily accessible location and shall comply with applicable fire codes and FDEP requirements.

2. Car Wash

- The car wash shall be a fully enclosed, automated or tunnel-type structure. Open-air car wash bays are not permitted.
- The car wash structure shall be located and oriented to direct vehicle stacking lanes away from adjacent public rights-of-way to the maximum extent practicable.
- Car wash equipment, mechanical systems, and dryers shall comply with all applicable noise standards and shall not create sound audible off-site at a level exceeding applicable County noise regulations.
- No outside amplification of sound shall be permitted which can be heard off-site, consistent with Sec. 3-26.1(e)(8).
- All runoff shall be captured, recycled, or treated in accordance with applicable FDEP and St. Johns River Water Management District (SJRWMD) requirements prior to discharge.
- Vacuum stations, if provided, shall be located within the interior of the site, screened from adjacent residential uses where applicable, and operated in compliance with applicable noise standards.

E. Off-Street Parking and Loading

- Off-street parking shall be provided as set forth in the Site Plan, and otherwise, in accordance with Section 8-12 of the Clay County LDC, as applicable to the uses within the PCD.
- Parking areas shall be paved with asphalt, concrete, or an equivalent approved surface, and shall comply with applicable stormwater management requirements.
- Accessible parking spaces shall be provided in accordance with the Americans with Disabilities Act (ADA) and the Florida Accessibility Code for Building Construction.
- Loading areas shall be provided for deliveries to the convenience store and shall be located so as not to obstruct internal circulation or access drives.

F. Lighting

- All exterior artificial lighting, including under-canopy lighting at the fuel pump area, parking lot lighting, building-mounted lighting, and security lighting, shall use full-cutoff or dark-sky-compliant fixtures that direct light downward and prevent off-site glare.
- Lighting shall be directed away from all adjacent residential and agricultural districts, consistent with Sec. 3-26.1(e)(6) of the Clay County LDC.
- The maximum illumination at any property line adjacent to a residentially zoned parcel shall not exceed 0.5 foot-candles, as measured at the property line.
- Fuel canopy lighting shall achieve adequate illumination levels for safety and security while avoiding excessive brightness or sky glow inconsistent with surrounding land uses.
- A photometric plan shall be submitted for DRC review as part of the site plan application.

G. Landscaping, Tree Preservation, and Visual Buffers

- Landscaping and tree preservation shall be as provided in the Site Plan, and otherwise, in accordance with Article VI of the Clay County Land Development Code (Tree Protection and Landscaping Standards), as applicable.
- Where the PUD property is adjacent to lands within a residential land use category, perimeter buffers shall be provided in accordance with the Article VI Perimeter Buffer Standards of the Clay County LDC. Where commercial development is adjacent to residential uses (“B” type buffer), the required buffer shall include: a minimum twenty (20) foot wide landscaped buffer area; a minimum six (6) foot high visual barrier (which may consist of a fence, shrubs, wall, berm, or any combination thereof); and evergreen tree planting at a spacing of thirty (30) feet on center. As depicted on the Site Plan, the northern edge of the Property adjacent to residential uses shall be buffered by a minimum twenty-five (25) foot wide buffer with an eight (8) foot masonry wall, which exceeds the minimum Article VI requirements.
- No materials, garbage containers, or refuse shall be located nearer than thirty (30) feet to any adjacent residential or agricultural zoning district, consistent with Sec. 3-26.1(e)(5).
- Landscape islands shall be incorporated into the parking lot design in accordance with applicable LDC requirements.
- The car wash and fuel canopy shall be incorporated into the overall landscape plan to minimize visual impacts from public rights-of-way.

H. Access, Traffic Circulation, and Transportation

- Access to the Property shall be as shown on Site Plan from the referenced County Roads (Knight Boxx Road and CR-220), and shall be subject to approval by the Clay County Public Works Department and, if applicable, the Florida Department of Transportation (FDOT).
- The number and location of access points shall minimize conflicts between motor fuel customers, car wash vehicles, and general parking lot traffic, and shall be subject to DRC review and approval.
- Internal circulation shall provide clear and separated ingress and egress pathways, with designated vehicle stacking lanes for the car wash that do not conflict with other on-site traffic movements.
- Sidewalks shall be as provided in the Site Plan.

I. Utilities and Environmental

- The Property shall be served by central water and sanitary sewer in accordance with applicable Clay County utility requirements and FDEP standards.
- Stormwater management shall be designed and constructed in conformance with the requirements of the Clay County LDC, the SJRWMD Environmental Resource Permit (ERP) program, and any other applicable regulatory requirements.
- All underground storage tanks and fuel management systems shall comply with FDEP Chapter 62-761 and 62-762, F.A.C., and applicable federal EPA regulations.
- Best management practices (BMPs) for motor fuel facilities and car wash operations, including spill containment and secondary containment measures, shall be incorporated into the site design in accordance with applicable regulatory requirements.

IV. SITE PLAN REVIEW

Prior to the issuance of any building permit for any structure or use within this PCD, a site plan shall be submitted to the Clay County Development Review Committee (DRC) for review and approval, consistent with the requirements of Sec. 3-26.1(a) of the Clay County LDC and all applicable provisions of the Clay County Land Development Code.

The site plan submittal shall include, at a minimum:

1. Detailed site plan depicting: building footprints and dimensions; fuel canopy location, dimensions, and column locations; car wash structure location and dimensions; parking layout and counts; drive aisles and vehicular circulation; stacking lanes for car wash; access driveways; refuse enclosure location; and all setbacks from property lines.
2. Landscape plan consistent with the Site Plan and to the extent applicable, Article VI of the Clay County LDC and the buffer standards set forth in Section III.G of this Written Description.
3. Photometric (lighting) plan demonstrating compliance with Section III.F of this Written Description.
4. Sign plan consistent with Section V of this Written Description.
5. Stormwater management plan for review by Clay County Public Works and/or SJRWMD.
6. Utility plan indicating connection to central water and sewer.
7. Traffic information, if required by Clay County or FDOT.

8. Underground storage tank registration and FDEP permit documentation, if available at time of DRC submittal.

V. SIGNAGE

All signage within the PCD shall comply with the Clay County LDC sign regulations applicable to commercial uses, unless modified herein. The following specific standards shall apply:

- One (1) ground/monument sign shall be permitted at each street frontage access point, subject to the height, area, and setback limitations of the applicable Clay County sign regulations for commercial zoning districts.
- The fuel canopy fascia may incorporate brand identification signage (Daily's brand name, logo, and/or motor fuel pricing) on the canopy fascia panels, provided the total canopy fascia sign area does not exceed the limits established by the applicable Clay County sign code for the site.
- Building wall signage shall be permitted on the convenience store building in accordance with the applicable Clay County sign regulations.
- Price signs for motor fuel shall comply with applicable Florida Statutes and Clay County sign regulations.
- Directional signs for vehicle circulation (e.g., "Enter," "Exit," "Car Wash Entrance") shall be permitted and shall not count toward the maximum sign area, subject to a maximum height of 4 feet and maximum sign face area of 6 square feet per sign.
- Temporary signs, banners, or pennants shall be displayed in accordance with the Clay County LDC.

VI. GENERAL CONDITIONS AND MISCELLANEOUS PROVISIONS

A. LDC Compliance

Except as expressly modified by this Written Description, all applicable provisions of the Clay County Land Development Code, the Clay County Code of Ordinances, and applicable state and federal regulations shall govern the development and operation of uses within this PCD.

B. Sound / Noise

No outside amplification of sound shall be permitted which can be heard off-site, consistent with Sec. 3-26.1(e)(8) of the Clay County LDC. Car wash dryer equipment, vacuum stations, and any outdoor audio systems shall comply with applicable County noise ordinances.

C. Uses Not Permitted

Any use not expressly listed as permitted in Section III.B of this Written Description is not permitted within this PCD. Any proposed unlisted use shall be subject to the unlisted use determination process set forth in the Clay County LDC.

D. Amendments

Substantive amendments to this PCD Written Description shall require Board of County Commissioner approval through the rezoning process. Minor amendments, adjustments to site plan details, and other non-substantive modifications may be approved by the DRC or Clay County Planning Director in accordance with the Clay County LDC.

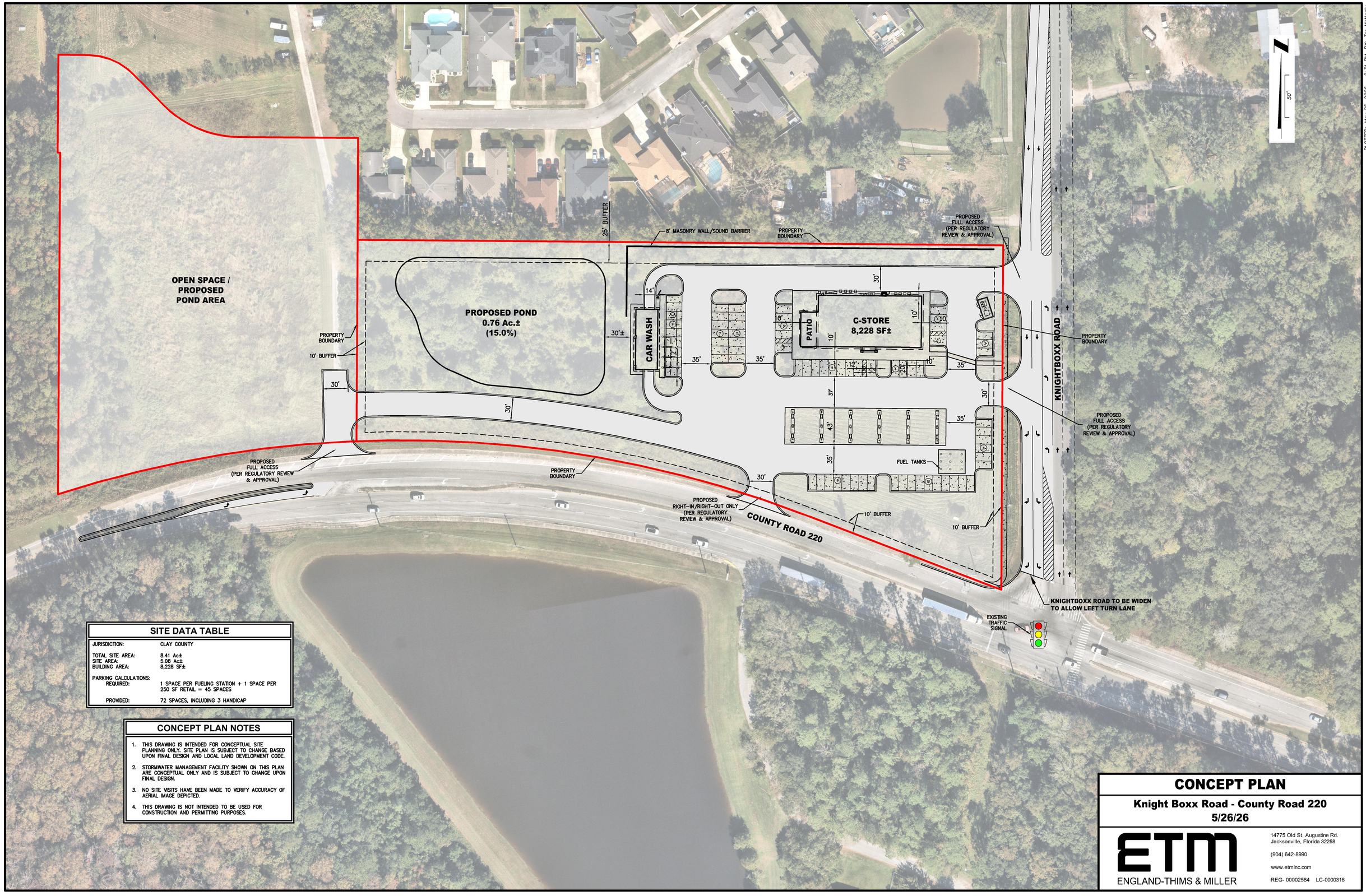
E. Exhibits

The following exhibits are incorporated into and made a part of this PCD Written Description:

- Exhibit “A” – Legal Description of the Property
- Exhibit “B” – PCD Site Plan

F. PCD Time Limitations

The time limitations set forth in Sec. 3-33(f) shall not apply to this specific PCD Zoning District. Accordingly, this PCD shall not have any time limitation or expiration of, or to, the uses or rights set forth herein.



PLOTTED: May 26, 2026 - 2:31 PM, BY: Tre McNeely

SITE DATA TABLE

JURISDICTION:	CLAY COUNTY
TOTAL SITE AREA:	8.41 Ac±
SITE AREA:	5.08 Ac±
BUILDING AREA:	8,228 SF±
PARKING CALCULATIONS: REQUIRED:	1 SPACE PER FUELING STATION + 1 SPACE PER 250 SF RETAIL = 45 SPACES
PROVIDED:	72 SPACES, INCLUDING 3 HANDICAP

CONCEPT PLAN NOTES

1. THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL ONLY AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
3. NO SITE VISITS HAVE BEEN MADE TO VERIFY ACCURACY OF AERIAL IMAGE DEPICTED.
4. THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.

CONCEPT PLAN

Knight Boxx Road - County Road 220
5/26/26

ETM
ENGLAND-THIMS & MILLER
14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
(904) 642-8990
www.etminc.com
REG- 00002584 LC-0000316

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners DATE: 6/3/2026

FROM: Beth Carson, Director of
Planning & Zoning

SUBJECT: Comprehensive Plan Text Amendment to add Branan Field Institutional Future Land Use.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Branan Field Future Land Use Map contains three (3) parcels designated BF Institutional. However, the BF Institutional land use category is not included as a land use category in the Comprehensive Plan or the Branan Filed Master Plan. The proposed amendments would add BF Institutional to the list of land uses in Policy BF FLU 1.4.1 and would provide a new policy BF FLU 1.4.11 which describes the characteristics of the BF Institutional land use category.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	COMP_26-0012_Staff_Report	Cover Memo	5/22/2026	Staff_Report_-_COMP_26-0012rvdsada.pdf
	COMP_26-0012_Ordinance	Ordinance	5/22/2026	Ordinance_-_COMP_26-0012_revdsada.pdf
	Existing BF Institutional Sites	Backup Material	5/21/2026	Existing_BF_Inst_SItes_dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	6/3/2026 - 4:34 PM	Item Pushed to Agenda

Staff Report and Recommendations for COMP 26-0012

Introduction:

This is a Staff initiated text amendment to the Comprehensive Plan to add Institutional land use to the Branan Field Master Plan.

Summary of the Proposed Comprehensive Plan Amendment:

The proposed amendment will add BF Institutional land use category to the Branan Field Future Land Use Element of the County Comprehensive Plan. The changes proposed are as follows:

BF FLU POLICY 1.4.1

In order to implement the urban form identified by the Branan Field Master Plan, the Master Plan shall include the following land use categories: BF Activity Center (BF AC), BF Community Center (BF CC), BF Master Planned Community (BF MPC), BF Rural Suburb (BF RS), BF Rural Activity Center (BF RAC), BF Community Park (BF CP), Primary Conservation Network (BF PCN), BF Mixed Use (BF MU), ~~and~~ BF Rural Neighborhood Center (BF RNC) and BF Institutional (BF INST). The location and mix of development shall be consistent with the Master Plan Land Use Map.

BF FLU Policy 1.4.11
BF Institutional (BF INST)

The BF Institutional land use category is characterized by public and semi-public community serving infrastructure and facilities. This includes land and buildings dedicated to public, semi-public, or non-profit purposes that serve community social, educational, health, cultural, or religious needs. BF Institutional designation does not include commercial or industrial uses, except in such cases where commercial uses are clearly subordinate to and incidental to the public use(s).

The maximum floor area ratio for development within BF Institutional shall not exceed 50%. Development shall be further governed by standards adopted in the Branan Field Master Plan.

Analysis of Proposed Amendment

The Branan Field Future Land Use Map contains three (3) parcels designated BF Institutional. However, the BF Institutional land use category is not included as a land use category in the Comprehensive Plan or the Branan Filed Master Plan. The proposed amendments would add BF Institutional to the list of land uses in Policy BF FLU 1.4.1 and would provide a new policy BF FLU 1.4.11 which describes the characteristics of the BF Institutional land use category.

Recommendation

Staff recommends approval of COMP 26-0012.

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE CLAY COUNTY 2045 COMPREHENSIVE PLAN INITIALLY ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, UNDER ORDINANCE NO. 2025-10, AS SUBSEQUENTLY AMENDED, IN ORDER TO AMEND EXHIBIT L, THE BRANAN FIELD MASTER PLAN, TO ADD BF FLU POLICY 1.4.11, TO CREATE BRANAN FIELD INSTITUTIONAL (BF INST) AS A LAND USE, AND TO ADD BRANAN FIELD INSTITUTIONAL (BF INST) TO THE LIST OF LAND USE CATEGORIES IN BF FLU POLICY 1.4.1; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 25, 2025, the Board of County Commissioners of Clay County, Florida (the "Board"), adopted Ordinance No. 2025-10, which adopted the Clay County 2045 Comprehensive Plan (the "Plan"); and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto; and,

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County that:

Section 1. Clay County Ordinance No. 2025-10, as amended, is amended as provided in Sections 2 and 3 hereof.

Section 2. The Branan Field Master Plan (Exhibit L) of the adopted Clay County 2045 Comprehensive Plan is hereby amended to add the following:

BF FLU Policy 1.4.11
BF Institutional (BF INST)

The BF Institutional land use category is characterized by public and semi-public community serving infrastructure and facilities. This includes land and buildings dedicated to public, semi-public, or non-profit purposes that serve community social, educational, health, cultural, or religious needs. BF Institutional designation does not include commercial or industrial uses, except in such cases where commercial uses are clearly subordinate to and incidental to the public use(s).

The maximum floor area ratio for development within BF Institutional shall not exceed 50%. Development shall be further governed by standards adopted in the Branan Field Master Plan.

Section 3. Branan Field FLU Policy 1.4.1 within the Branan Field Master Plan (Exhibit L) of the adopted Clay County 2045 Comprehensive Plan is hereby amended as follows:

In order to implement the urban form identified by the Branan Field Master Plan, the Master Plan shall include the following land use categories: BF Activity Center (BF AC), BF Community Center (BF CC), BF Master Planned Community (BF MPC), BF Rural Suburb (BF RS), BF Rural Activity Center (BF RAC), BF Community Park (BF CP), Primary Conservation Network (BF PCN), BF Mixed Use (BF MU), ~~and~~ BF Rural Neighborhood Center (BF RNC) and BF Institutional (BF INST). The location and mix of development shall be consistent with the Master Plan Land Use Map.

Section 4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. The Planning and Zoning staff are authorized and directed within 10 days of the date of adoption of this Ordinance to transmit the proposed amendment package to the Florida Department of Commerce, and to other reviewing agencies, as specified in Section 163.3184, Florida Statutes.

Section 6. In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this Ordinance is not timely challenged, then the effective date of said Plan shall be the 31st day after the date the Department of Commerce notifies the County that the Plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Commerce or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on this Plan amendment may be issued or commence before they have become effective.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____day of _____, 2026.

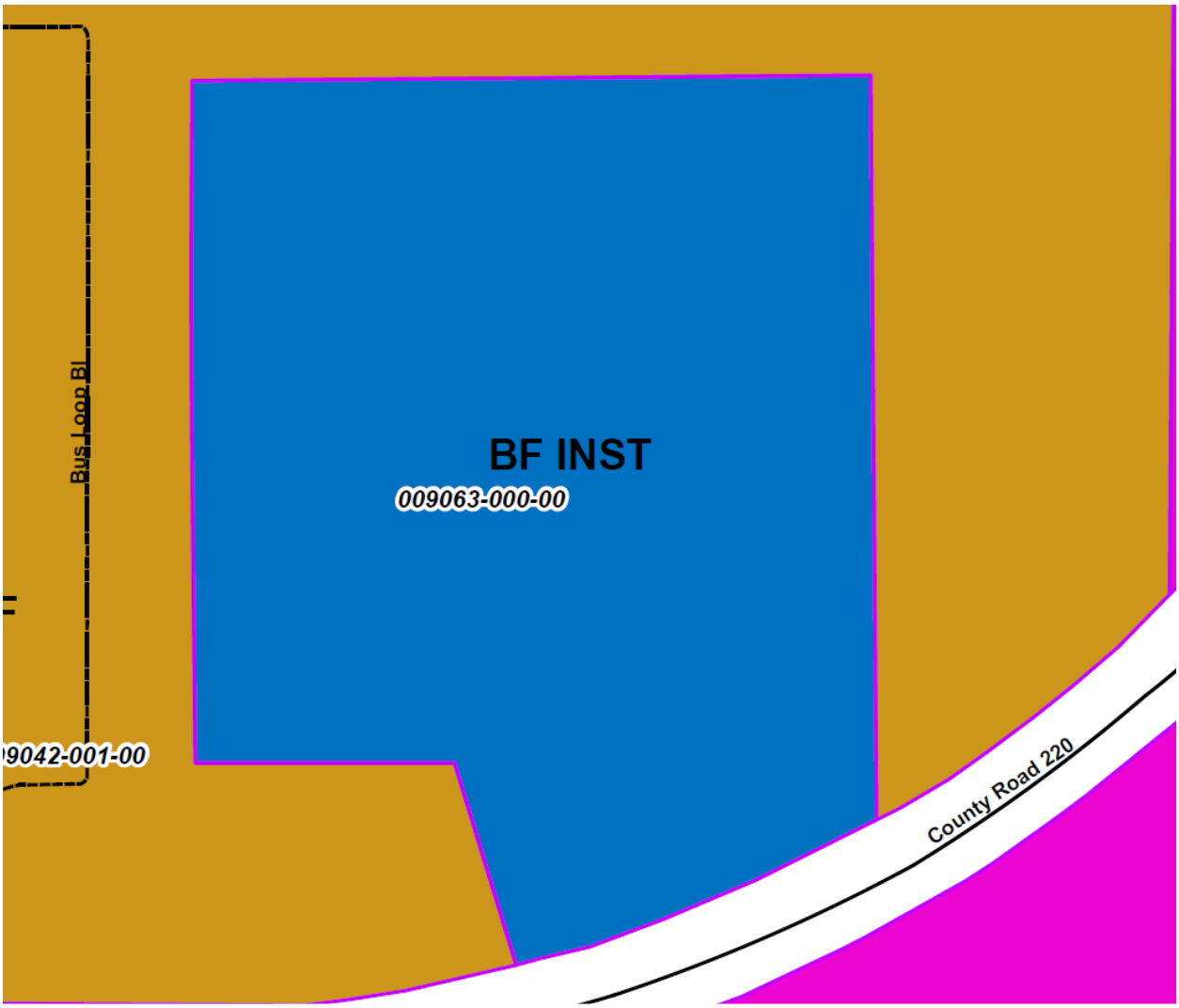
BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Kristen Burke, Its Chairman

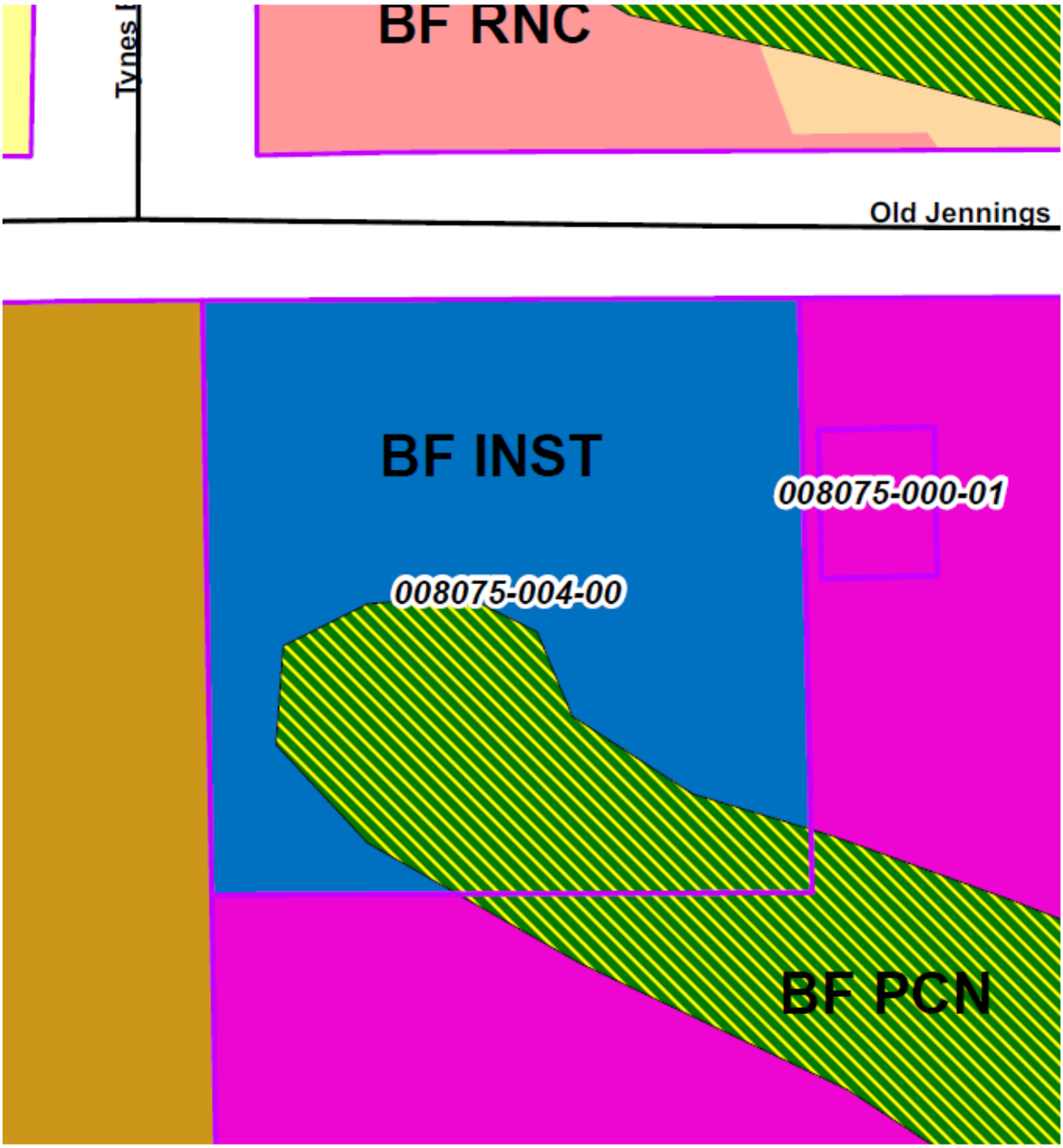
ATTEST:

By: _____
Tara Green, Clerk of the Circuit Court
and Comptroller
Ex Officio Clerk to the Board

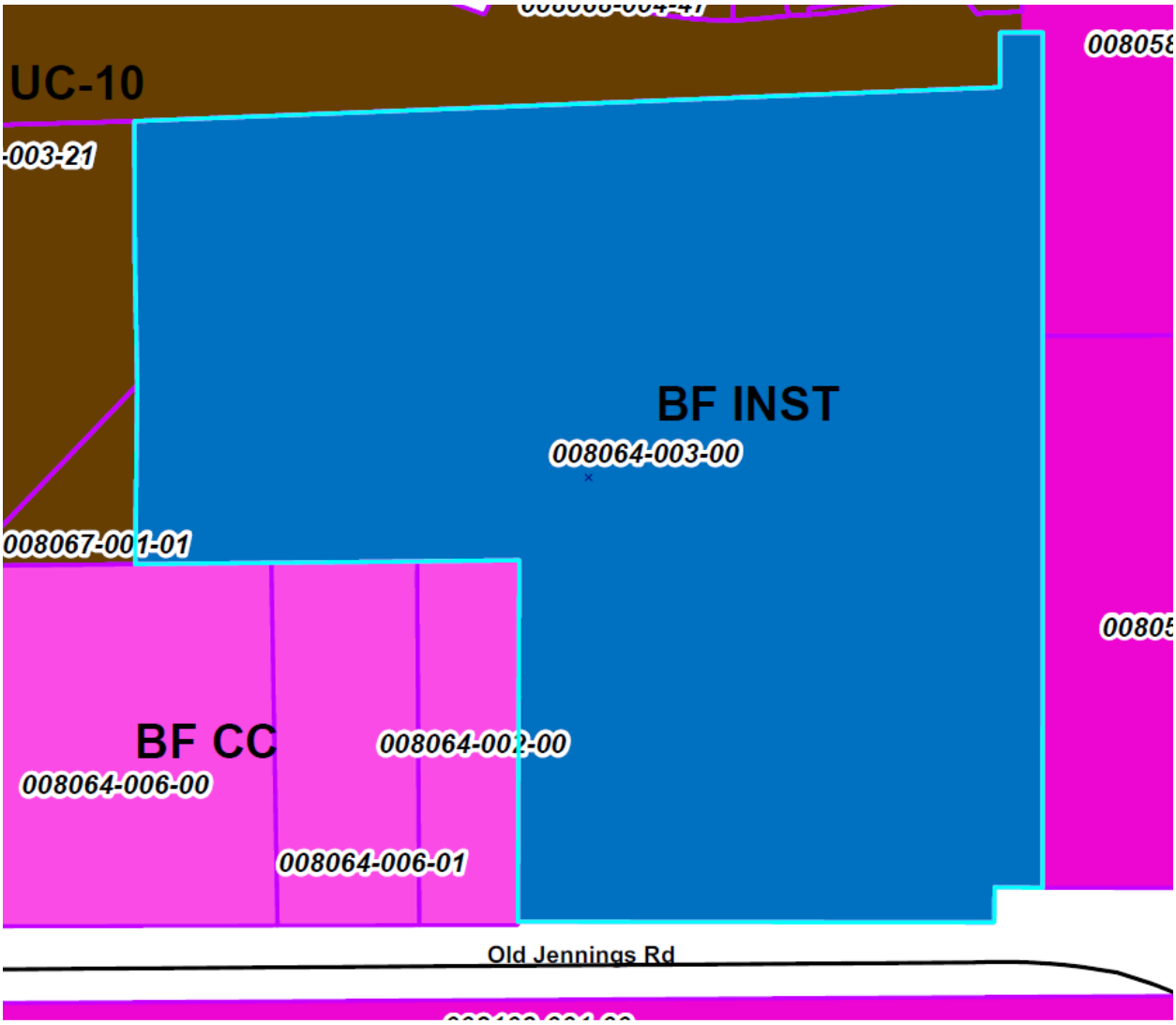
EXISTING DESIGNATED BF INSTITUTIONAL PARCELS



State Of Florida (State Trooper Site)



Clay County Utility Authority



Clay County Utility Authority

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/21/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Resolution Granting Petition to Close Myrtle Blvd	Resolution Letter	6/3/2026	Reso_Granting_Petition_-_Myrtle_Blvddsada.pdf
🗋	Resolution 25/26-40 Scheduling Public Hearing	Resolution Letter	6/4/2026	2025-2026-40_Scheduling_Resolution_-_Myrtle_Blvd_BCC.ADA_aw.pdf
🗋	Petition to Close a Road- Myrtle Blvd	Backup Material	6/3/2026	Myrtle_Blvd_Petition_to_Vacate_between_Maryland_Ave_and_Manhattan_Ave_dsada.pdf
🗋	Boundary Survey	Backup Material	6/3/2026	Boundary_Surveydsada.pdf
🗋	Diagram - Myrtle Blvd	Backup Material	6/3/2026	Diagram_-_Myrtle_Blvddsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 4:34 PM	Item Pushed to Agenda

RESOLUTION NO. 2025/2026 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, CLOSING, VACATING AND ABANDONING MYRTLE BOULEVARD, BETWEEN MARYLAND AVENUE AND MANHATTAN AVENUE, AS RECORDED IN PLAT BOOK 2, PAGE 61, PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, PURSUANT TO SECTIONS 336.09 AND 336.10, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, pursuant to Sections 336.09 and 336.10, Florida Statutes, a petition (the Petition) has been filed with the Board of County Commissioners (the Board) of Clay County, Florida, by Joshua Carlson, on behalf of himself and adjoining landowners J. McVeigh, X. Rowland, D. Murphy and W. Hutchings, to close, vacate and abandon Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, as recorded in Plat Book 2, Page 61, of the public records of Clay County, Florida, (the Subject Road); and,

WHEREAS, by the adoption of Resolution No. 2025/2026-40, and pursuant to Section 336.09, Florida Statutes, the Board scheduled a public hearing (the Public Hearing) on Tuesday June 9, 2026, at 5:00 p.m., or as soon thereafter as could be heard, in the Board's meeting room on the Fourth Floor of the County Administration Building located at 477 Houston Street, Green Cove Springs, Florida, to consider the adoption of a resolution closing, vacating and abandoning the Subject Road, pursuant to Section 336.10, Florida Statutes; and,

WHEREAS, notice of the Public Hearing was duly published as required under Section 336.09, Florida Statutes, and the Public Hearing was held as provided in the notice; and,

WHEREAS, the Board has determined that the Subject Road is not required for public use, and that closing, vacating and abandoning the Subject Road will serve a public purpose; and,

WHEREAS, the Subject Road is more particularly described as follows:

Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, an unopened right-of-way shown on the plat of "FELLOWSHIP PARK", recorded in Plat Book 2, page 61, of the Public Records of Clay County, Florida.

Be It Resolved by the Board of County Commissioners of Clay County:

Section 1. The Recitals set forth hereinabove are adopted as the findings of the Board, and said findings provide the authority and justification for the adoption of this Resolution.

Section 2. On behalf of the County and pursuant to its authority under Section 336.10, Florida Statutes, the Board hereby closes, vacates and abandons the Subject Road as hereinabove described.

Section 3. This Resolution shall take effect immediately upon its adoption, but shall not be deemed effective unless and until the Petitioner shall have caused to be recorded in the public records of the County, proof of the publication of the notice of the Public Hearing, a certified copy of this Resolution, and proof of the publication of a notice in the *Clay Today* within thirty days following the adoption of this Resolution in the form attached hereto as Appendix A.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke
Its Chairman

ATTEST:

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

Appendix A

[Form of Notice of Adoption of Resolution Closing a Road]

To be advertised ***Thursday, June 25, 2026***
in the *Clay Today:*

NOTICE OF ADOPTION OF RESOLUTION CLOSING RIGHT-OF-WAY

The Board of County Commissioners (the Board) of Clay County, Florida, received a petition (the Petition) filed pursuant to Sections 336.09 and 336.10, Florida Statutes, to close Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, hereinafter described. In accordance with the Petition, the Board held a public hearing on Tuesday, June 9, 2026, and thereafter adopted a resolution pursuant to Section 336.10, Florida Statutes, closing, vacating and abandoning said unopened right-of-way, being more particularly described as follows:

> Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, an unopened right-of-way shown on the plat of "FELLOWSHIP PARK", recorded in Plat Book 2, page 61, of the Public Records of Clay County, Florida.

Board of County Commissioners
Clay County, Florida

----------END----------

Special Instructions to Publisher:

THIS NOTICE MUST BE PUBLISHED <u>WITHIN 30 DAYS</u> AFTER ADOPTION OF THE RESOLUTION REFERRED TO IN THE NOTICE.

Please submit galley proof to the County Attorney's Office (daphne.roberts@claycountygov.com) for approval prior to publication.

Send Invoice and Proof of Publication by email to:
invoices@clayclerk.com and daphne.roberts@claycountygov.com

Address on Invoice should read:
Finance Department
County Attorney's Office *
P.O. Box 988
Green Cove Springs, Florida 32043

RESOLUTION NO. 2025/2026 – 40

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ACKNOWLEDGING THE FILING OF A PETITION TO CLOSE MYRTLE BOULEVARD, BETWEEN MARYLAND AVENUE AND MANHATTAN AVENUE, AS RECORDED IN PLAT BOOK 2, PAGE 61, PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, PURSUANT TO SECTIONS 336.09 AND 336.10, FLORIDA STATUTES; SCHEDULING A PUBLIC HEARING TO CONSIDER THE PETITION; PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, pursuant to Sections 336.09 and 336.10, Florida Statutes, a petition (the Petition) has been filed with the Board of County Commissioners (the Board) of Clay County, Florida, on behalf of Joshua Carlson to close, vacate and abandon Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, as recorded in Plat Book 2, Page 61, of the public records of Clay County, Florida, (the Subject Road); and,

WHEREAS, pursuant to the procedural requirements of Section 336.09, Florida Statutes, the Board desires hereby to establish a date, time and place for a public hearing to consider the Petition, and to authorize and direct the publication of notice thereof; and,

WHEREAS, the Subject Road is more particularly described in the attached Appendix A.

Be It Resolved by the Board of County Commissioners of Clay County:

Section 1. The Recitals set forth hereinabove are adopted as the findings of the Board, and said findings provide the authority and justification for the adoption of this Resolution.

Section 2. The Board hereby acknowledges receipt of the Petition to close the Subject Road.

Section 3. Pursuant to Section 336.09, Florida Statutes, a public hearing before the Board to consider the adoption of a resolution closing, vacating and abandoning the Subject Road pursuant to Section 336.10, Florida Statutes, is hereby scheduled for Tuesday, June 9, 2026, at 5:00 p.m., or as soon thereafter as can be heard, in the Board's meeting room on the Fourth Floor of the Clay County Administration Building located at 477 Houston Street, Green Cove Springs, Florida.

Section 4. Notice of the public hearing scheduled under Section 3 shall be published in the *Clay Today* in the form attached hereto as Appendix B and in the manner required under Section 336.09, Florida Statutes.

Section 5. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 26th day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

Kristen T. Burke DC
By: Kristen T. Burke DC (May 31, 2026 19:16:50 EDT)
Kristen Burke
Its Chairman

ATTEST:

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

Appendix A
[Legal Description]

Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, an unopened right-of-way shown on the plat of “FELLOWSHIP PARK”, recorded in Plat Book 2, page 61, of the Public Records of Clay County, Florida.

Appendix B
[Form of Public Hearing Notice]

To be advertised ***Thursday, May 28, 2026***
in the *Clay Today:*

NOTICE OF PUBLIC HEARING ON ROAD CLOSING PETITION

The Board of County Commissioners (the Board) of Clay County, Florida, has received a petition (the Petition) filed pursuant to Sections 336.09 and 336.10, Florida Statutes, on behalf of Joshua Carlson to close, vacate and abandon Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, as recorded in Plat Book 2, Page 61, public records of Clay County, Florida, hereinafter described. In accordance with the Petition, the Board will hold a public hearing on Tuesday, June 9, 2026, at 5:00 p.m., or as soon thereafter as can be heard, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, to consider the adoption of a resolution pursuant to Section 336.10, Florida Statutes, closing, vacating and abandoning said road, being more particularly described as follows:

> Myrtle Boulevard, between Maryland Avenue and Manhattan Avenue, an unopened right-of-way shown on the plat of “FELLOWSHIP PARK”, recorded in Plat Book 2, page 61, of the Public Records of Clay County, Florida.

All interested persons are invited to attend the public hearing and be heard by the Board regarding the adoption of the resolution. Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent hearing to which the Board has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that a verbatim record of all proceedings is made, which must include the testimony and evidence upon which the appeal is to be based.

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

Board of County Commissioners
Clay County, Florida

- -END----------

Special Instructions to Publisher:

Please submit galley proof to the County Attorney's Office (daphne.roberts@claycountygov.com) for approval prior to publication.

Send Invoice and Proof of Publication by email to:
invoices@clayclerk.com and daphne.roberts@claycountygov.com

Address on Invoice should read:
Finance Department
County Attorney's Office *
P.O. Box 988
Green Cove Springs, Florida 32043

ALSO, please include this information on Invoice: **Purchase Order #: PO-1014014**

2025-2026-40 Scheduling Resolution - Myrtle Blvd BCC#14

Final Audit Report 2026-06-01

Created:	2026-05-28
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUNJ8B8uIWqmQW-dWoJIN3v3jNu0T5LO3

"2025-2026-40 Scheduling Resolution - Myrtle Blvd BCC#14" History

Document created by Lisa Osha (Lisa.Osha@claycountygov.com)
2026-05-28 - 4:15:18 PM GMT

Document emailed to clayesign@claycountygov.com for signature
2026-05-28 - 4:18:15 PM GMT

Email viewed by clayesign@claycountygov.com
2026-05-28 - 4:18:22 PM GMT

Signer clayesign@claycountygov.com entered name at signing as Kristen T. Burke DC
2026-05-31 - 11:16:48 PM GMT

Document e-signed by Kristen T. Burke DC (clayesign@claycountygov.com)
Signature Date: 2026-05-31 - 11:16:50 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Document emailed to bccdocs@clayclerk.com for signature
2026-05-31 - 11:16:52 PM GMT

Email viewed by bccdocs@clayclerk.com
2026-06-01 - 4:04:56 PM GMT

Signer bccdocs@clayclerk.com entered name at signing as Tara S. Green
2026-06-01 - 4:05:29 PM GMT

Document e-signed by Tara S. Green (bccdocs@clayclerk.com)
Signature Date: 2026-06-01 - 4:05:31 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-01 - 4:05:31 PM GMT

Powered by Adobe Acrobat Sign

PETITION TO CLOSE A ROAD OR STREET
CLAY COUNTY, FLORIDA

TO: The Clay County Board of County Commissioners
C/O Clay County Engineering Department
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043

1. Provide the name, phone number, and address of the petitioner, agent, or other.
Joshua Carlson
3255 Maryland Ave
Green Cove Springs, FL 32043
(904) 710-2617

2. Provide the name, number or location of the road to be closed. Describe by popular name, length, legal description prepared by an attorney or registered surveyor, and a survey map (showing the platted limits, adjacent lands, and actual description of the portion of road to be closed). Use additional sheet(s) if necessary.
The portion of Myrtle Blvd between Maryland Ave and Manhattan Ave

3. State the reason(s) for closing the road or street. Use additional sheet(s) if necessary.
Adding the area to our property

4. Describe the legal, ownership, or other interest the petitioner has in the road or street to be closed. Use additional sheet(s) if necessary.
The road is adjacent to our property (3255 Maryland Ave)

PETITION TO CLOSE A ROAD OR STREET
CLAY COUNTY, FLORIDA

5. List the names and mailing addresses of all owners of land served by the road, street or right-of-way proposed for closing. Use additional sheet(s) if necessary.

Josh Carlson
3255 Maryland Ave
Green Cove Springs, FL 32043

John McVeigh
3252 Manhattan Ave
Green Cove Springs, FL 32043

Xavier Rowland
3270 Long Island Ave
Green Cove Springs, FL 32043

Debra Murphy
3265 Long Island Ave
Green Cove Springs, FL 32043

William Hutchings
3264 Manhattan Ave
Green Cove Springs, FL 32043

6. Have all of the adjoining land owners to the road or street been notified of the pending petition?
Yes

7. Have all of the adjoining land owners to the road or street consented to the petition for road closure? If so, attach the notarized consents hereto.
Yes, signatures are above next to contact info in #5

8. Provide documentation as to when the road or street was opened, dedicated to, or acquired by prescriptive use by Clay County and the public. Use additional sheet(s) if necessary.
Unknown

PETITION TO CLOSE A ROAD OR STREET
CLAY COUNTY, FLORIDA

Petitioner Acknowledgement: I have furnished copies hereof to the County Attorney, Director of Public Works, Director of Zoning, Department of Public Safety, and Director of Engineering. I understand that I am obligated to pay all costs such as, but not limited to application fee, signage, advertising, and recording required by the processing of this road or street closing.

STATE OF FL

COUNTY OF CLAY

Before me the undersigned notary public appeared the petitioner JOSHUA CARLSON

or agent _____, who after being duly cautioned and sworn,

deposed and said that the contents of this petition are true to the best of his/her

knowledge and belief, this 17TH day of MAY, 2026.

Petitioner or Agent

Notary Public

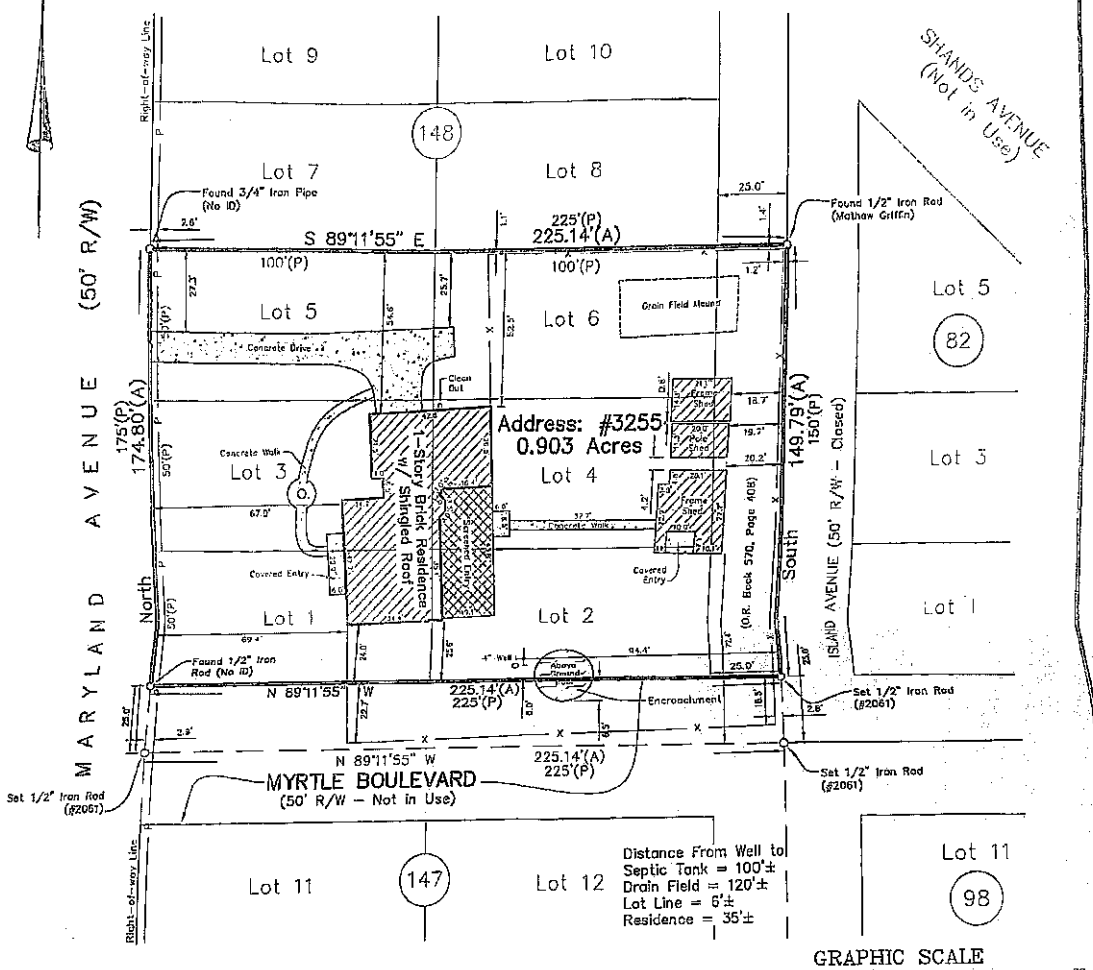
Term of Expiration: APRIL 26, 2030

CATHERINE M.L. ALPHONSE
MY COMMISSION # HH 776424
EXPIRES: April 26, 2030

BOUNDARY SURVEY

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5 and 6, of Block 148 Fellowship Park, according to the plat thereof as recorded in Plat Book 2, Page 61 of the Public Records of Clay County, Florida, together with that portion of long island avenue (closed by resolution recorded in Official Records Book 570, Page 408) lying easterly of the joining Lots 2, 4 and 6, Block 148 of said plat.



o – Denotes Found Iron Pipe (No ID – Size Noted)

GRAPHIC SCALE

40 0 40 80

1 inch = 40 ft.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records	O.R.
Central Angle	D
Length	L
Radius	R
Chord	Ch
Identification Number	I.D.
Degrees	deg
Minutes	min
Seconds	sec

Denotes Iron Corner
Denotes Concrete Monument
Denotes Power Line & Poles
Denotes Fence Line
Denotes Centerline
Denotes Not to Scale

SURVEYOR'S CERTIFICATION:

I hereby certify that this map is a true and correct representation of a survey made under my supervision and that said survey meets or exceeds minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17 Florida Administrative Code Pursuant to Section 472-027 Florida Statutes.

BY: _____ Date Signed: 7-10-18 Date of Field Survey: 03/28/2018
JOSEPH G. KNAPP, Registered Land Surveyor, Florida Certificate No. 2061

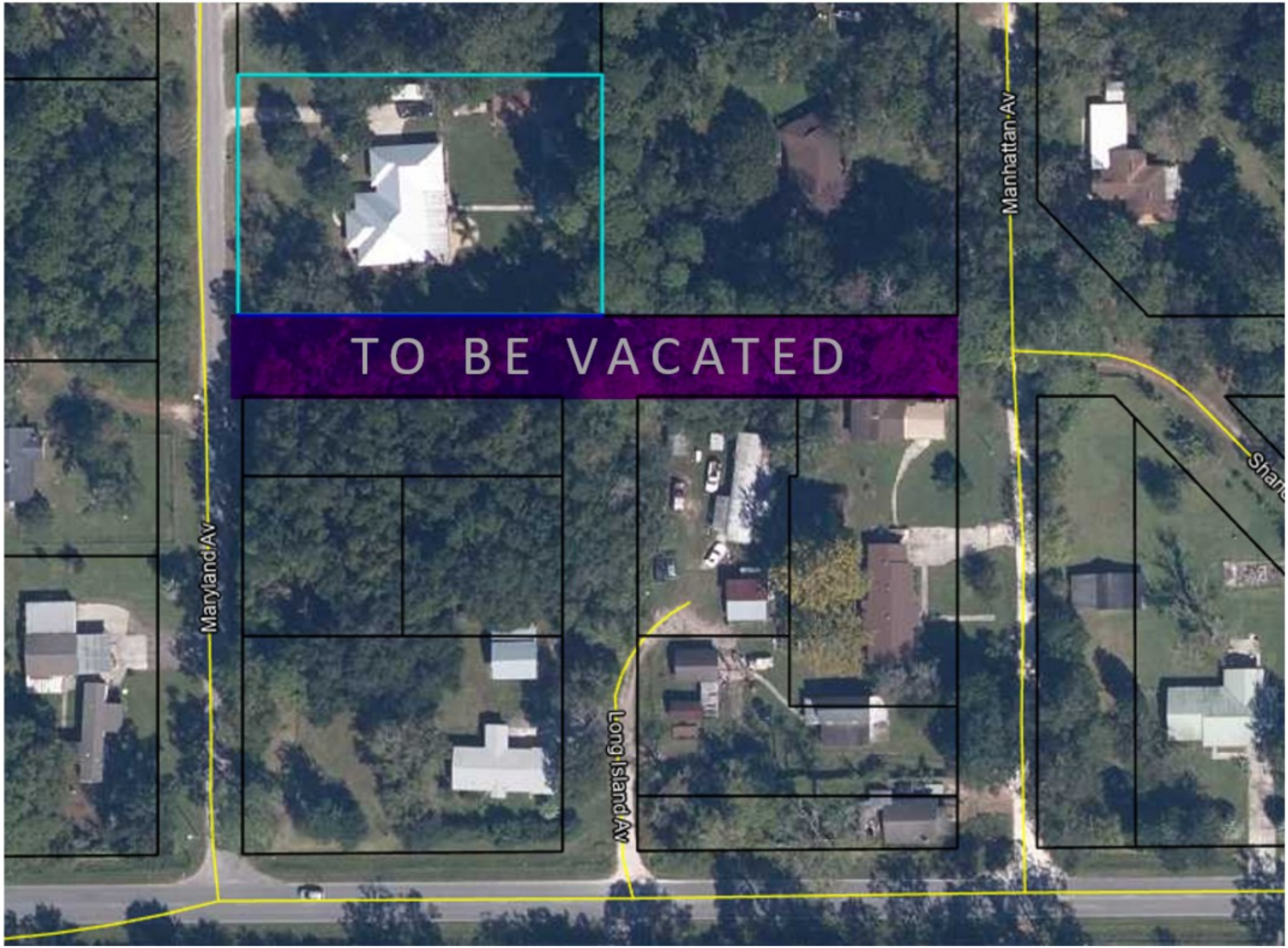
Lands shown hereon lie in Flood Insurance Rate Maps, Flood Zone "X", Flood Zone lines if any shown on this survey are shown by scale from the Federal Emergency Management Agency Flood Insurance Rate Maps Community Panel Number 120064 0190 E and are NOT field located. Bearings refer to the Easterly R/W Line of Maryland Avenue, being North, Assumed.

SURVEYOR'S NOTES:

1. Unless this map bears the Signature and the Original Raised Seal of a Florida licensed Surveyor and Mapper, this map/report is for informational purposes only and is NOT VALID.
2. Unless noted no Underground Installations or Improvements were located on this survey.
3. No Instruments of Record reflecting Easements, Right-of-Ways and/or ownership were furnished to this Surveyor Except as shown.
4. Ordinary High Water Line NOT located on Lake Front Property.
5. Wetlands/Enviromentally Sensitive Lands are NOT located, unless specifically stated.
6. Dimensions from Improvements to Boundaries should not be used to re-establish Boundary Lines or to construct NEW Improvements, without additional information for Boundary control or a RESURVEY.
7. Riparian/Littoral rights not located unless expressly noted by written notation. Lines shown to water lines are for informational purposes.

JOSEPH G. KNAPP
Land Surveying and Drafting Services
Voice: (352) 473-3166 Fax: (352) 473-2998
270 Southeast Palmetto Avenue
P.O. Box 386, Keystone Heights, Florida 32656

JOB NUMBER : F18-041 LLJ


TO BE VACATED
Maryland Av
Long Island Av
Manhattan Av

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Board of County Commissioners

DATE: 5/22/2026

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is the first of two Public Hearings on this matter. The second and final Public Hearing will take place on June 23, 2026.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Data Centers Moratorium Ordinance	Ordinance	6/8/2026	Data_Center_Moratorium_Ordinance-REVISED_06.08.26dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	6/3/2026 - 3:52 PM	Item Pushed to Agenda

ORDINANCE NO. 2026 – _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR LAND USE AMENDMENTS TO THE CLAY COUNTY 2045 COMPREHENSIVE PLAN, FOR REZONING, FOR CONDITIONAL USES, FOR PERMITS, AND FOR DEVELOPMENT REVIEW OF SITE OR BUILDING PLANS RELATED TO DATA CENTERS, DATA PROCESSING FACILITIES, DATA MINING OR CRYPTOCURRENCY MINING OPERATIONS (REFERENCED HEREIN COLLECTIVELY AS DATA CENTER FACILITIES) WITHIN UNINCORPORATED CLAY COUNTY, FLORIDA; MAKING FINDINGS IN SUPPORT; PROVIDING FOR THE STUDY AND DEVELOPMENT OF APPROPRIATE LAND USE REGULATIONS ADDRESSING SUCH DATA CENTER USES; PROVIDING FOR SEVERABILITY; PROVIDING DIRECTIONS NOT TO CODIFY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (Board) has the authority, pursuant to Chapter 125, Florida Statutes, and Article VIII of the Florida Constitution, to protect the public health, safety and general welfare of its residents and to enact ordinances for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, on May 12, 2026, the Board requested the preparation of an ordinance instituting a temporary moratorium on the acceptance, review, or approval of applications for data center facilities such that the County's comprehensive plan and land development regulations may be reviewed and updated to account for data center facilities; and

WHEREAS, Chapter 2026-65, Laws of Florida, relating to data centers, created Section 163.326, Florida Statutes, relating to large load customer considerations; and

WHEREAS, Section 163.326, Florida Statutes, recognizes that certain land uses, including facilities with substantial electric or other utility demands, such as data centers and other large load customers, may present unique planning, infrastructure, and compatibility considerations; and

WHEREAS, Section 163.326, Florida Statutes, provides that such considerations are to be addressed through local comprehensive planning and land development regulations adopted pursuant to Chapter 163, Florida Statutes, including provisions related to infrastructure capacity, land use compatibility, environmental impacts, and the efficient provision of public facilities and services; and

WHEREAS, Section 163.326, Florida Statutes, further provides that local governments maintain the authority to exercise the powers and responsibilities for comprehensive planning and land development regulation granted by law with respect to large load customers; and

WHEREAS, data center facilities may require significant and continuous electric demand, water supply, cooling infrastructure, wastewater capacity, stormwater infrastructure,

backup generation, fuel storage, fire protection, emergency response planning, security infrastructure, and related public facilities and services; and

WHEREAS, the Board finds that Clay County currently lacks specific zoning provisions or development regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with data center facilities; and

WHEREAS, the Board further finds that allowing such facilities to proceed without appropriate regulatory standards could create risks to the County's water resources, electrical infrastructure capacity, land use planning objectives, and long-term community development strategy; and

WHEREAS, local governments may enact moratoriums if the moratorium is intended to preserve the status quo and is rationally related to the government's attempt to enact changes to development regulations. (*WCI Communities Inc. v. City of Coral Springs*, 885 So. 2d 912 (Fla. 4th DCA 2004)); and

WHEREAS, Florida courts have held that permissible basis for land use restrictions include concern about the effect of the proposed development on traffic, congestion, surrounding property values, demands for public services, and on other aspects of the general welfare (*WCI Communities Inc. v. City of Coral Springs*, 885 So.2d 912 (Fla. 4th DCA 2004; *see also Corn v. City of Lauderdale Lakes*, 997 F.2d 1369, 1375 (11th Cir. 1993)); and

WHEREAS, local governments are entitled to enact moratoriums as a land-use tool to promote effective planning and preserve the status quo during this change (*Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Planning Agency*, 535 U.S. 302, 337, 122 S.Ct. 1465, L.Ed.2d 517 (2002) (holding temporary moratoria are used widely among land use planners to preserve the status quo while formulating a more permanent development strategy); and

WHEREAS, the County is actively engaged in the process of review, study, and planning to prepare and adopt amendments to its Comprehensive Plan, Land Development Regulations, and Code of Ordinances as may be necessary to address the demands of data center facilities; and

WHEREAS, a temporary moratorium on the acceptance, review, or approval of applications for land use amendments to the Clay County 2045 Comprehensive Plan, for rezoning, for conditional uses, for permits, and for development review of site or building plans related to data center facilities within unincorporated Clay County will allow time to review, study, prepare and adopt an amendment or amendments to the County Comprehensive Plan, Land Development Regulations, or Code of Ordinances, as may be required, to address such uses; and

WHEREAS, the Board wishes to establish a temporary moratorium of up to one (1) year on the acceptance, review, or approval of applications for land use amendments to the Clay County 2045 Comprehensive Plan, for rezoning, for conditional uses, for permits, and for development review of site or building plans related to data center facilities within unincorporated areas and such moratorium is reasonable and necessary to accomplish the goal of revising its regulations to ensure the community welfare is well-balanced and the public health, safety and general welfare are preserved; and

WHEREAS, the Board of County Commissioners finds this ordinance imposing a one (1) year temporary moratorium on the acceptance, review, or approval of applications for data center

facilities serves the health, safety, and welfare of the residents of and visitors to Clay County, Florida.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Clay County. Florida as follows:

SECTION 1. FINDINGS. The foregoing "Whereas" clauses are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and incorporated as part of this Ordinance.

SECTION 2. PURPOSE. The purpose of this Ordinance is to allow Clay County sufficient time to review, study, prepare and adopt an amendment or amendments to the Clay County Comprehensive Plan, Land Development Code and/or Code of Ordinances, relating to Data Center Facilities.

SECTION 3. TEMPORARY MORATORIUM ESTABLISHED. A temporary moratorium is hereby established on the acceptance, review, processing, or approval of any applications for:

- land use amendments to the Clay County 2045 Comprehensive Plan
- rezoning
- conditional uses
- permits
- development review of site or building plans

for the construction, expansion, or operation of Data Center Facilities within the unincorporated areas of Clay County.

During the moratorium period, County staff shall not accept, process, review, approve, or issue any such application or approval.

SECTION 4. DEFINITION. For the purposes of this moratorium, Data Center Facilities is a building, a dedicated space within a building, or group of buildings housing computer systems and associated components, such as telecommunication and data processing systems, to be used for remote storage, processing, or distribution of large amounts of data. Examples of such data, include but are not limited to, computationally intensive applications such as cryptocurrency mining, artificial intelligence (A.I.) computing, weather modeling, genome sequencing, application hosting, cloud storage, video and technical streaming services, etc. Such facilities may include air handlers, power generators, water cooling and storage facilities, utility substations, and other infrastructure to support operations.

SECTION 5. STUDY AND EVALUATION. During the moratorium period, Clay County staff shall conduct a comprehensive review of the potential impacts associated with data center facilities, including but not limited to:

1. Groundwater withdrawal impacts, particularly as they relate to the Floridan Aquifer management policies.

2. Water supply and wastewater treatment capacity, including potential impacts on municipal and regional water systems.

3. Electrical grid capacity and infrastructure requirements, including consultation with regional electric utilities regarding potential long-term demand impacts.

4. Land use compatibility, including appropriate zoning classifications and development standards for such facilities.

5. Environmental considerations, including impacts on wetlands, coastal ecosystems, noise, lighting, and surrounding land uses.

6. Best practices adopted by other jurisdictions in Florida and throughout the United States for the regulation of data center development.

SECTION 6. DEVELOPMENT OF REGULATORY FRAMEWORK. Following the completion of and during the review process, County staff shall present recommendations to the Board of Commissioners regarding the adoption of appropriate zoning regulations, permitting requirements, infrastructure standards, and environmental safeguards governing data center facilities within Clay County.

SECTION 7. DURATION. This temporary moratorium shall remain in effect for a period of twelve (12) months from and including the effective date of this Ordinance or until the effective date of an ordinance(s) amending the Clay County Comprehensive Plan, Land Development Regulations and/or the Code of Ordinances relating to Data Center Facilities, whichever first occurs.

SECTION 8. DIRECTIONS NOT TO CODIFY. The Board hereby directs that the provisions of this Ordinance shall not be codified in the Clay County Code, the Clay County 2045 Comprehensive Plan, or the Clay County Land Development Regulations.

SECTION 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 10. EFFECTIVE DATE. This Ordinance shall become effective as prescribed by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of June, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By:_____
Tara S. Green
County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

_____
Kristen Burke, Chair

F:\Ordinances\Data Centers\Data Center Moratorium Ordinance 6.3.26.docx

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: DATE:

FROM:

SUBJECT:
A) Notice of Resignation
B) Separation Agreement

AGENDA
ITEM
TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Resignation Notice	Backup Material	6/5/2026	Resignation_-_Heather_Boucherdsada.pdf
🗋	Separation Agreement	Backup Material	6/9/2026	H._Boucher_-_Separation_Agreement_-_Clay_County_BOCC_6.9.26_Executed_by_H._Boucher_w._witnesses.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	6/3/2026 - 4:47 PM	Item Pushed to Agenda

Office of the Commission Auditor

P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Phone: (904)278-3647

Commission Auditor
Heather Boucher

Clay County Board of County Commissioners:

John Sgromolo
District 1

Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com

May 29, 2026

Dr. Kristen Burke
Clay County Board of County Commissioners Chair
477 Houston Street
Green Cove Springs, FL 32043

Dear Chair Burke,

Please accept this letter as formal notification of my resignation from my position as Commission Auditor at Clay County Board of County Commissioners. Per the terms of my employment agreement, my last day of employment will be Tuesday July 28, 2026.

After careful consideration, I have decided to pursue the next chapter of my career.

It has been a privilege to serve Clay County and work alongside such a dedicated leadership group. I am incredibly proud of the process we have made in strengthening the efficiency and effectiveness of our operating policies and procedures, preparing for future changes, and aligning our audit strategies with the County's long-term objectives.

During my remaining time, I am fully committed to ensuring a seamless departure. I will finalize outstanding reviews and reports and provide the Board with any information as necessary.

Thank you for your leadership, support, and the opportunities for professional growth during my time here. I wish you, the Board, and all County staff continued success in the future.

Sincerely,

Heather Boucher
Commission Auditor

SEPARATION AGREEMENT AND GENERAL RELEASE

This **SEPARATION AGREEMENT AND GENERAL RELEASE** (sometimes referred to as the "Agreement") is entered into by and between **CLAY COUNTY BOARD OF COUNTY COMMISSIONERS,** a political subdivision of the State of Florida, its commissioners, executives, officers, directors, administrators, employees, agents and legal representatives (herein collectively referred to as "the County"), and **Heather Boucher,** her heirs, executors, administrators, representatives, attorneys, agents, and assigns ("Employee"). In consideration of the mutual covenants, conditions and promises set forth in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

I. Definitions

For purposes of this Agreement, the following Definitions will apply:

A. Separation Date. Employee's last day of employment with the County ("Separation Date") is July 28, 2026.

B. Effective Date. The "Effective Date" of this Agreement is the Separation Date.

C. Released Parties. The "Released Parties" are the County and its present and former commissioners, executives, officers, directors, administrators, employees, agents and legal representatives.

D. Releasing Parties. The "Releasing Parties" are Employee and Employee's attorneys, heirs, executors, administrators, representatives, agents, successors, and assigns.

E. Administrative Proceeding. An "Administrative Proceeding" includes any charge or complaint or other action instituted with a federal, state, or local governmental agency other than the U.S. Equal Employment Opportunity Commission ("EEOC").

II. Terms

A. Consideration. In consideration for Employee's execution of this Agreement, and her release of claims as set forth below, the County will provide to Employee or, on her behalf, the following (the "Consideration"), provided Employee complies with all of the terms of this Agreement:

(1) Employee will be placed on administrative leave with pay, effective June 10, 2026, through July 28, 2026.

(2) Employee will receive her wages and benefits, with the exception of accrual of sick leave, through July 28, 2026, which will be paid in accordance with the County's regular pay periods.

(3) Employee will receive a one-time lump sum payment of $13,099.85 less any legal deductions (including, but not limited to, deductions for federal taxes) for all annual leave hours accumulated as of July 28, 2026, as provided for in the County's Personnel Policies Manual. Payment will be made on August 4, 2026. Employee understands that this payment will not be considered compensation for purposes of deferrals and Employee's match under any benefit plan.

(4) Employee shall return all keys, key cards, computers, phone and any other County property no later than the end of business on June 10, 2026.

(Please initial)

HB _____

B. Not Otherwise Entitled. The parties agree that apart from this Agreement, Employee is entitled to no payments or other consideration from the County.

C. No Further Obligation. Employee agrees that she will be paid all earned and accrued compensation due to her, including all wages due for hours worked, less applicable deductions, through the Effective Date of this Agreement.

D. Acknowledgements. Employee acknowledges that she has read and understands this Agreement, and she specifically acknowledges the following:

(1) That she has been advised by the County to consult with an attorney, and has had the opportunity to consult with her attorney before signing this Agreement; and,

(2) That she has reported all injuries, if any, which occurred during the course and scope of her duties while employed with the County; and,

(3) That, by signing this Agreement, Employee is not waiving or releasing any claims based on actions or omissions that occur after the Effective Date of this Agreement.

E. Release. In exchange for the Consideration described in Paragraph II.A above, the Releasing Parties fully release and discharge the Released Parties from any and all claims of any nature, whether known or unknown, which Employee may have arisen out of or in connection with her employment through the Effective Date of this Agreement. Employee represents that she has filed no suit, charge, claim, complaint or action against the County with respect to her employment or any aspect thereof, and has not authorized anyone else to do so on her behalf; and further agrees that she waives the right to recover any monetary award should either she, the Equal Employment Opportunity Commission, or the Florida Commission on Human Relations, subsequently file a suit, charge, claim, or action against the County with respect to her employment with the County up to the Effective Date of this Agreement.

This release includes, but is not limited to, the following claims: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.,* as amended; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq.* (except such rights as may be vested under any retirement plan sponsored by the County); the Federal Civil Rights Act of 1991, P.L. 103-50; the Family and Medical Leave Act of 1993; 29 U.S.C. Section 2601 *et seq.;* the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. Sections 793 and 794; the Consolidated Omnibus Budget Reconciliation Act of 1986; the Florida and/or United States Constitutions, as amended; the Civil Rights Act of 1866 and 1871, 42 U.S.C. Sections 1981, 1983, 1985 and 1986; any claims under the Florida Civil Rights Act of 1992, as amended, Section 760.01 *et. seq.,* Florida Statutes; the Florida Whistleblower's Act, Section 112.3187 *et seq.,* Florida Statutes; Section 440.205, Florida Statutes; Sections 448.01, 448.07, 448.08, 448.110, and 760.50, Fla. Stat; or any claims for wrongful discharge, discrimination, retaliation, harassment, breach of contract, intentional or negligent infliction of emotional distress, defamation, interference with contract, or any other cause of action based on federal, state, or local law or the common law, whether in tort or in contract. Employee further agrees that she and the Releasing Parties will not institute any legal or Administrative Proceeding (as defined in Paragraph I.E, above) against the Released Parties as to any matter based upon, arising out of, or related to her employment, compensation during her employment, or separation of her employment with the County. If Employee files a charge with the U.S. Equal Employment Opportunity Commission that would otherwise have been released by this paragraph, Employee may be limited to non-monetary relief.

(Please initial)

HB _____

F. Non-Admission of Liability. Employee agrees that in entering into this Agreement the County is not admitting any liability or wrongdoing on its part.

G. Communications to Third Parties. Employee agrees not to defame the County in any way. Employee shall not make any defamatory statement to anyone regarding the County or any of its present or former commissioners, executives, officers, directors, administrators, employees, agents and legal representatives or regarding any division of the County. If the County receives a request for a reference regarding Employee from a prospective employer, the County's Human Resources Department will provide, in response, only Employee's name, dates of employment, and position held.

Employee agrees not to seek or apply for employment with the County and understands that if she applies or otherwise seeks employment with the County, this Agreement serves as a legitimate and valid basis for excluding her from consideration for employment. The County may, at its option, waive this non-application provision.

H. Return of Property and Cooperation. Employee acknowledges that she has returned to the County any and all property belonging to the County, including but not limited to, keys, access cards, computer, tablet, mobile devices, documents, files, copies of documents and files, and other materials issued to her by the County, or obtained by her from the County or its vendors. Employee agrees that upon request by the County, she will cooperate with the County as a witness in any matter about which she has knowledge as a result of her employment with the County.

I. Entire Agreement and Modification. The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. No modification of this Agreement will be valid unless it is in writing identified as an Amendment to the Agreement and is signed by Employee and an authorized representative of the County.

J. Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida which venue for any action lying in Clay County, Florida.

K. Remedies for Breach.

(1) In the event that the Releasing Parties bring an action against the Released Parties based on any claim released in Paragraph II.E, or otherwise breach this Agreement, the Released Parties may, at their option, and as applicable (a) demand the return of any payments that have been made under this Agreement; (b) plead this Agreement in bar to any such action; and (c) seek any and all remedies available, including but not limited to injunctive relief and monetary damages, costs and reasonable attorneys' fees.

(2) In the event that the Released Parties breach this Agreement, the Releasing Parties will be entitled to bring an action for breach of this Agreement but not for any claims released by Paragraph II.E. In the event that the Releasing Parties prevail in such an action, they will be entitled to recover (as appropriate and applicable) monetary damages, injunctive relief, costs and reasonable attorneys' fees.

L. Severability. Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.

(Please initial)

HB _____

THIS SETTLEMENT AGREEMENT CONTAINS A FULL GENERAL RELEASE. EMPLOYEE ACKNOWLEDGES THAT SHE HAS CAREFULLY READ THIS SEPARATION AND RELEASE AGREEMENT, AND KNOWS AND UNDERSTANDS ITS CONTENTS, AND VOLUNTARILY SIGNS IT OF HER OWN FREE WILL.

IN WITNESS WHEREOF, the parties sign this Agreement on the dates indicated below with the intent to be bound by its terms and conditions.

WITNESSES:

Teresa Capo

Mary Canfield

EMPLOYEE

Heather Boucher

Heather Boucher

Date: 6/5/26

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

Kristen Burke, Chair

Date: _____

ATTEST:

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

(Please initial)

HB _____

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 9 4:00 PM

TO: Clay County Board of Commissioners

DATE: 5/12/2026

FROM: Jessica Loos, Purchasing Manager

SUBJECT:
Bid Opening Tabulation for June 2. 2026:
A. Bid No. 25/26-073, Mobile Trailers for Firefighter Gear Storage
B. Bid No. 25/26-087, EMS Medical Supplies

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Letters of Documentation

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Bid Tabs_BCC bid openings 060926	Backup Material	6/4/2026	Bid_Tabs_BCC_bid_openings_060926.ADA_aw.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	6/2/2026 - 7:31 AM	Item Pushed to Agenda

BID TABULATION FORM

RFB: 25/26-073 Date: June 2, 2026

Proj: **Mobile Trailers for Firefighter Gear Storage** Time Open: 9:09 AM

Ad: Clay Today, April 20, 2026 Time Close: 9:15 AM

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

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Addendum	Bid Bond	Base Bid Total	Alternate Bid#1 Total	Bid Total
1	Arlo & Company, LLC	Yes	No	$28,280.44	$78,300.72	$106,581.16
2	Big Tex Trailers	Yes	Yes	$27,002.49	$75,061.47	$102,063.96
3	Fly'n Bryan Trailer Sales, DBA FB Trailers	Yes	Yes	$19,999.00	$55,197.00	$75,196.00
4	Murray Ford of Starke	**No Bid**				
5	Right Trailers, Inc.	Yes	Yes	$21,941.00	$59,400.00	$81,341.00
6	Ring Power Corp - WCC	**No Bid**				
7	Traffic Protection Solutions	**No Bid**				

BID TABULATION FORM

RFB: 25/26-087

Proj: **EMS Medical Supplies**

Ad: Clay Today, May 7, 2026

Date: June 2, 2026

Time Open: 9:03 AM

Time Close: 9:08 AM

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

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Addendum	Total
1	Bound Tree Medical, LLC	Yes	To Be Determined
2	Drake Pharmacy Solutions, LLC	Yes	To Be Determined
3	Hamilton Medical, Inc.	Yes	To Be Determined
4	Henry Schein, Inc.	Yes	To Be Determined
5	Life-Assist, Inc.	Yes	To Be Determined
6	MEQU Warmer Systems Corporation	Yes	To Be Determined
7	McKesson Medical-Surgical Government Solutions, LLC.	Yes	To Be Determined
8	Revelation Wholesale, LLC	Yes	To Be Determined
9	Stryker Sales, LLC through its medical Division	Yes	To Be Determined
10	Technicuff Corp.	Yes	To Be Determined
11	Traffic Protection Solutions	**No Bid**	