Town of Orange Park
Town Council Meeting
Tuesday, June 2, 2026
7:00 PM
Agenda

***AMENDED* 5/29/26**

1. Call to Order & Roll Call-Mayor Sandlin
2. Invocation & Pledge of Allegiance-Councilman Taylor
3. Mayor Comments
4. Presentations
   a. Recognition of Teacher of the Year – Dorothy Bailey, Grove Park Elementary
   b. Charitable Donation to the Historical Society of Orange Park
   c. Swearing-in Ceremony: Deputy Fire Chief Danny Legge
5. Audience Comments on Non-Agenda Items *(Public Comment-3 Minutes Per Speaker)*
6. Consent Agenda
   a. Approval of the Council Minutes of the Regular Meeting Dated May 15, 2026
7. New Business *(Public Comment-5 Minutes Per Speaker)*
   a. ***Public Hearing***: DWSRF Drinking Water Meter Replacement Project & Resolution No. 14-26
   b. Appointment of Cody Monroe as Police Chief
   c. Authorization to Dispose of Police Equipment
   d. Approval of an Agreement for Human Resources Consulting Services with CPS HR Consulting
   e. Approval to purchase Vanguard V2 7522 Belt Screen as an Emergency Single Source Purchase
   f. Appointment of Member to Seat 2 on the Magnolia Cemetery Board
   g. Appointment of Member to Seat 2 on the Planning and Zoning Board
   h. Appointment of Member to Seat 2 on the Historic Preservation Board
   i. Appointment of Member to Seat 2 on the Environmental Quality Board (If Ready)
   j. Culture and Recreation Committee Recommendations
8. Town Manager Reports
9. Attorney Reports
10. Councilmember Reports/Comments
11. Adjournment
12. Next Scheduled Council Meetings
    a. June 23-Town Council Meeting, 7PM
    b. July 21-Town Council Meeting, 7PM

c. August 4-Town Council Meeting, 7PM

NORTHEAST FLORIDA LEAGUE OF CITIES

POST OFFICE BOX 262
PALATKA, FL 32178-0282
386-546-2993
neflc.exdir@gmail.com

Tax I.D. # 59-2560639

May 1, 2026

Historical Society of Orange Park
ATTN: Cynthia Cheatwood
PO Box 08
Orange Park, FL 32073

RE: Charitable Donation

Dear Ms. Cheatwood,

The Northeast Florida League of Cities Board of Directors is pleased to enclose its check in the amount of $500.00 made payable to the Historical Society of Orange Park. This is a **Charitable Donation** for your organization's benefit and use.

The application for this donation was submitted to the NEFLC by Vice Mayor Winnette Sandlin on behalf of the City of Orange Park.

Thank you for filling a vital need in your community!

Sincerely,

Betsy Jordan

Betsy Jordan, Executive Director
NORTHEAST FLORIDA LEAGUE OF CITIES

BJ/S

Enclosure: Check # 3427

Item No. 6.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Approval of the Council Minutes of the Regular Meeting Dated May 15, 2026

Check one:
[X] Consent Agenda [ ] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: N/A

Action Requested: Motion to Approve the May 15, 2026 Council meeting minutes.

Information Attached:
Council Minutes 05.19.26 Draft

Town of Orange Park
Town Council Meeting
Tuesday, May 19, 2026
7:00 P.M.
Minutes DRAFT

Mayor Randy Anderson called the Orange Park Town Council meeting to order in the Town Hall Council Chambers at 7:00 p.m.

Other Councilmembers present were Vice-Mayor Winnette Sandlin, Councilman Kenneth Vogel, Councilman Glenn Taylor and Councilman Doug Benefield. Also in attendance were Town Manager Joe Taylor, Assistant Police Chief Cody Monroe, Finance Director John Villanueva, Public Works Director Kyle Croce, Fire Chief John Contestabile, Attorney Lawsikia Hodges of Smith, Gambrell & Russell and Town Clerk Courtney Russo.

The invocation was given by Councilman Vogel, followed by the Pledge of Allegiance.

MAYOR COMMENTS

Mayor Anderson encouraged residents to support local businesses during difficult economic times. He emphasized the importance of keeping businesses within the Town open and operating. If purchases cannot be made within Town limits, residents are urged to shop elsewhere within the County.

SWEARING IN OF MR. DOUG BENEFIELD TO SEAT 1

Mr. Benefield was sworn into Seat 1 on the Town Council. Judge Kristina Mobley executed the oath of office.

SWEARING IN OF MS. WINNETTE SANDLIN TO SEAT 2

Ms. Sandlin was sworn into Seat 2 on the Town Council. Judge Mobley executed the oath of office.

APPOINTMENT & SWEARING IN FOR POSITION OF MAYOR

Mayor Anderson asked for nominations for the position of Mayor.

Mayor Anderson nominated Vice-Mayor Sandlin for the position of Mayor for the 2026-2027 term.

There were no other nominations made.

MOTION:	To appoint Winnette Sandlin to the position of Mayor for the 2026-2027 term.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Anderson, Taylor, Benefield, Vogel, Sandlin

NAYS:	

Ms. Sandlin was sworn in as Mayor by Judge Mobley.

APPOINTMENT & SWEARING IN FOR POSITION OF VICE-MAYOR

Mayor Sandlin asked for nominations for the position of Vice-Mayor.

Councilman Anderson nominated Councilman Benefield for the position of Vice-Mayor for the 2026-2027 term.

Councilman Benefield nominated Councilman Anderson to the position of Vice-Mayor for the 2026-2027 term. Councilman Anderson declined the nomination.

MOTION:	To appoint Doug Benefield to the position of Vice-Mayor for the 2026-2027 term.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Anderson
AYES:	Anderson, Taylor, Benefield, Vogel, Sandlin
NAYS:	

Mr. Benefield was sworn in as Vice Mayor by Judge Mobley.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Doug Conkey, St. Johns River Water Management representative, reported on the region's severe drought and new Phase Three Water Restrictions, noting dangerously low aquifer levels. The order limits lawn irrigation to once a week with no watering between 8 a.m. and 6 p.m., sets a "15-30-15" schedule for new plantings, adds new rules for golf courses, and prohibits aesthetic water uses. HOA requirements cannot override these restrictions, and reclaimed water rules depend on whether supplemental sources are used. He asked local officials to help educate residents and emphasized the need to avoid stricter future measures. Hand-watering or micro-irrigation for backyard gardens remains allowed.

Carol Bergal expressed concern that residents had not received any information about the updated water restrictions or the recent changes to water rates. She requested that a flyer be included with water bills to notify customers of both the new restrictions and rate adjustments so that residents are properly informed. The Town manager was asked to look into this request.

APPROVAL OF THE COUNCIL MINUTES OF THE REGULAR MEETING DATED MAY 5, 2026

Mayor Sandlin noted a correction that had been provided to members.

MOTION:	Approval of the Council minutes of the regular meeting dated May 5, 2026, as amended.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

RESOLUTION NO. 13-26: ADOPTION OF THE 2025-2030 CLAY COUNTY LOCAL MITIGATION STRATEGY (LMS)

The Council considered Resolution 13-26 to adopt the 2025–2030 Clay County Local Mitigation Strategy (LMS). Timothy Devin, Director of Emergency Management, explained that the LMS documents the County's disaster history and needed mitigation projects, is updated every five years, and must be adopted by all municipalities to remain eligible for federal mitigation funding. He noted the plan includes updated storm data, revised County maps, and improvements that helped raise Clay County's flood rating from a 7 to a 6, providing residents a 20% flood-insurance discount. The LMS currently lists 93 mitigation projects, with several benefiting Orange Park. After discussion and no further questions, a motion to approve the resolution was made, seconded, and passed following a roll-call vote.

MOTION:	Approval of Resolution 13-26.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

INTERIM EMPLOYMENT AGREEMENT FOR TOWN MANAGER

The Council reviewed the interim employment agreement for incoming Interim Town Manager Gary Goble. Mr. Taylor explained that the contract mirrors his own, with the main change being an annual salary adjustment from 140,000 to 152,000 dollars for the six-month interim term, with up to two possible three-month extensions. After noting there were no questions, a motion to approve and execute the agreement was made and seconded. The Council proceeded to a roll-call vote.

MOTION:	Approval and execution of the Interim Employment Agreement between the Town of Orange Park and Gary Goble.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

AUTHORIZATION FOR THE TOWN MANAGER TO NEGOTIATE AN AMENDMENT TO THE DESIGN-BUILD CONTRACT WITH SUPERIOR CONSTRUCTION COMPANY FOR THE JOHNSON SLOUGH CULVERT AND ROADWAY IMPROVEMENTS PROJECT

The Council reviewed authorization for the Town manager to negotiate an amendment to the design-build contract with Superior Construction for the Johnson Slough culvert and roadway improvement project, with a not-to-exceed amount of $13,961,298.07. Staff, engineers, and representatives from Superior discussed scope reductions, permitting considerations, potential cost savings, and the importance of addressing long-standing drainage and flooding issues. The finance director outlined funding impacts, reserve usage, and projected loan costs, noting comfort with using up to $4 million in reserves. Council members discussed financial concerns, project history, and the necessity of this improvement for townwide flood mitigation. A motion to authorize negotiations was made, seconded, and passed by a 4–1 vote.

MOTION:	To authorize Staff to negotiate an amendment to the Design-Build Contract for the Johnson Slough Roadway and Culvert Improvement Project, with a not-to-exceed Guaranteed Maximum Price of $13,961,298.07.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	Taylor

LANDSCAPE MAINTENANCE CONTRACT AMENDMENT AND TRANSITION

The Council reviewed an amendment to the landscape maintenance contract, previously authorized while the Town transitions maintenance services back in-house. The amendment extends the current contract for seven additional months with no price increase, ensuring uninterrupted service until the Town acquires needed equipment and staff. Staff clarified maintenance responsibilities for areas near the retaining wall on U.S. 17, noting they are shared with FDOT. A motion to approve the extension and authorize the mayor to sign was made, seconded, and passed unanimously.

MOTION:	To approve the extension and authorize the mayor to sign.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

MILLING AND RESURFACING WYNDEGATE DRIVE

The Council considered resurfacing Wyndegate Drive following the recent completion of the Wyndegate lift station project, which caused wear on the roadway. Mr. Croce explained that the

underlying utilities are in good condition, making this an appropriate time for milling and resurfacing. After comparing available contract options, staff recommended single-source approval with Raulerson Paving as the most cost-effective choice. Council briefly discussed nearby roadway conditions and noted that Clay County is scheduled to resurface Doctors Lake Drive next month. A motion to contract with Raulerson Paving to resurface Wyndegate Drive was made, seconded, and approved unanimously.

MOTION:	To contract with Raulerson Paving to resurface Wyndegate Drive.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPOINTMENT OF MEMBERS TO SEATS 1 & 2 ON THE PLANNING & ZONING BOARD

MOTION:	To appoint Deana Olejnik to Seat 1 on the Planning & Zoning Board.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Mayor Sandlin was not ready to make her appointment at this time.

APPOINTMENT OF MEMBERS TO SEATS 1 & 2 ON THE ENVIRONMENTAL QUALITY BOARD

MOTION:	To reappoint Mae Barker to Seat 1 on the Environmental Quality Board.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Mayor Sandlin was not ready to make her appointment at this time.

APPOINTMENT OF MEMBERS TO SEATS 1 & 2 ON THE HISTORICAL PRESERVATION BOARD

MOTION:	To reappoint Kelly Hellmuth to Seat 1 on the Historical Preservation Board.
RESULT:	**PASSED**
MOVED BY:	Benefield

SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Mayor Sandlin was not ready to make her appointment at this time.

APPOINTMENT OF MEMBERS TO SEATS 1 & 2 ON THE MAGNOLIA CEMETERY BOARD

MOTION:	To appoint Barbara Elliot to Seat 1 on the Magnolia Cemetery Board.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Mayor Sandlin was not ready to make her appointment at this time.

APPOINTMENT OF CHAIRS & VICE-CHAIRS TO TOWN COMMITTEES (MAYOR-IF READY)

The Council discussed appointments of chairs and vice chairs to Town committees. Mayor Sandlin noted that new committee rules taking effect in January 2027 will change the roles of Council members from chairs to advisors. She suggested keeping the current committee chairs and vice chairs in place for the next six months until the new structure begins. The Council agreed by consensus. It was also suggested that a workshop be scheduled this summer to ensure all Council members fully understand the new committee process before it takes effect.

MEMORANDUM OF UNDERSTANDING: WREATHS ACROSS AMERICA

The Council considered a memorandum of understanding with Wreaths Across America after prior contract revisions raised concerns. Attorney Hodges explained that the updated agreement followed the Town's standard template and included legally required affidavits and indemnification, while the event organizer, Sandra DiGiovanni, expressed concern about certain language regarding advertising and Town involvement. After discussion and clarification that the required affidavits could not be removed but specific promotional language could be stricken, the Council approved the Town-drafted special event agreement with the removal of sections 4.2(i). The motion passed unanimously.

MOTION:	To approve the Town-drafted special event agreement with the removal of sections 4.2(i).
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor

NAYS:

TOWN MANAGER REPORTS

Mr. Taylor expressed heartfelt gratitude to the Council, staff, and community for their support during his tenure. He thanked the Town attorney for her early guidance, acknowledged staff for embracing his leadership style, and emphasized the importance of maintaining humanity and positivity in government work. He noted that although his time was shorter than hoped, he valued the relationships built and appreciated the opportunity to serve. He offered his continued assistance during the transition and closed with sincere thanks to everyone involved.

TOWN ATTORNEY REPORTS

Attorney Hodges delivered the formal shade meeting announcement required under Florida law. She explained that, per statute, the Council will hold a closed attorney-client session to discuss litigation strategy and settlement negotiations in the case of Tara Hamilton and Richard S. Hamilton v. Town of Orange Park. The meeting will take place on May 21, 2026, at noon in the Town Hall conference room and will be attended only by the Council, the Town manager, the Town attorney, litigation counsel, and a certified court reporter. She noted that the session will be fully recorded and transcribed for public release once the litigation concludes. She then thanked the Town manager for his service and expressed her best wishes.

COUNCILMEMBER REPORTS/COMMENTS

Vice-Mayor Benefield thanked voters for participating in the recent election and encouraged continued community involvement on boards and committees. He expressed appreciation for serving, congratulated the new mayor, and thanked the outgoing Town manager for his energy and leadership. He also referenced the updated drought rules noted earlier in the meeting, urging residents to follow the once-a-week watering restriction and communicate kindly with neighbors who may be unaware of it.

Councilman Taylor thanked the outgoing Town manager for his excellent work and congratulated the newly selected mayor and vice-mayor. He also expressed appreciation to the outgoing mayor for guiding the Town through challenging years and strengthening the community. He reminded residents to stay safe over Memorial Day weekend and highlighted upcoming Orange Park After Dark events, noting they are enjoyable for all ages, including his 96-year-old mother.

Councilman Vogel congratulated the new mayor, vice mayor, and Councilman Anderson, and offered warm thanks to outgoing Town Manager Joe Taylor, noting he would especially miss Mr. Taylor's lighthearted and quirky personality. He also looked forward to the upcoming Orange Park After Dark events and reminded residents to enjoy Memorial Day responsibly while remembering its significance. He closed by expressing optimism about the Town's future direction.

Councilman Anderson congratulated the new mayor and vice mayor, expressing confidence in their leadership. He thanked outgoing Town Manager Joe Taylor for guiding the Council

effectively, noting that Mr. Taylor brought direction and energy the Town had long needed. He praised Mr. Taylor's impact, humorously adding that future managers will face high expectations in comparison. Councilman Anderson also reminded residents of the countywide burn ban and highlighted upcoming Orange Park After Dark event dates.

Mayor Sandlin thanked the Council and residents for the honor of serving as mayor, noting that leadership is shared among all five Council members despite the mayor's signing responsibilities. She expressed gratitude for being re-elected for another three-year term and reflected on the positive experiences of serving the community. She offered heartfelt appreciation to outgoing Town Manager Joe Taylor for his guidance, support, and positive influence on both her and the Town staff, acknowledging the calm and confidence he brought to the organization. She noted he would be greatly missed but understood his decision to prioritize family. She also announced upcoming meetings, including a Policies and Procedures meeting on May 28 at noon—scheduled on Taylor's last day so he could participate one final time.

Mr. Taylor invited residents to attend the upcoming Public Works CIP meeting scheduled for the next evening at 6 p.m., noting it would cover topics such as streets, sidewalks, water mains, sewer systems, and lift stations.

ADJOURNMENT

Mayor Sandlin adjourned the meeting at 8:41 p.m.

Item No. 7.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Public Works

Item Title: ***Public Hearing***: DWSRF Drinking Water Meter Replacement Project & Resolution No. 14-26

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: None

Background Information: The Town of Orange Park has been awarded the Drinking Water State Revolving Find (SRF) Loan for water main extension & looping and a water meter replacement plan. The Town's consultant CPH has developed the plans and drawings for the project. The public hearing and resolution are required as part of the DWSRF loan agreement.

Action Requested: Council hold Public Hearing and Adopt Resolution - Approving Authorization and Submission of the Facilities Plan to FDEP

Information Attached:
Notice for Public Hearing
Resolution No. 14-26

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Orange Park will hold a public hearing on **Tuesday, June 2, 2026**, at **7:00 PM** at **Town of Orange Park Meeting Council Chambers**, located at **2042 Park Avenue, Orange Park, FL 32073**.

The purpose of the hearing is to consider the approval of the proposed **Drinking Water State Revolving Fund (DWSRF) Facilities Planning Document** for the Town's **Water Meter Replacement Project**, funded through the Florida Department of Environmental Protection (FDEP) DWSRF program. The hearing will include a discussion of the Facilities Plan, the need for the project, proposed improvements, project alternatives, cost estimates, and the financial impact of the selected alternative.

Any member of the public interested in the proposed project is encouraged to attend. Project funding details are available from the FDEP DWSRF Loan Program at (850) 245-2118 or online at http://floridadep.gov/wra/srf/content/dwsrf-program. For local project or meeting information, please contact **Orange Park Town Hall at (904) 264-9565** or visit 2042 Park Avenue, Orange Park, FL 32073.

Persons with disabilities requiring accommodations to participate in this meeting should contact Town Hall at least 24 hours in advance to request assistance.

RESOLUTION NO. 14-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE DRINKING WATER FACILITIES PLAN FOR THE IMPLEMENTATION OF THE WATER METER REPLACEMENTS, EFFECTIVE THIS DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of drinking water facilities; and Florida Administrative Code requires the formal authorization by Town Council to formally adopt a Facilities Plan outlining necessary public water system improvements to comply with State of Florida funding requirements; and

WHEREAS, formal adoption of the proposed Facilities Plan is required for the Town of Orange Park to participate in the State Revolving Loan Fund Program; and

WHEREAS, the Town Council of the Town of Orange Park, Florida agrees with the findings and summary of necessary improvements as outlined in the Facilities Plan for the purpose of replacing aged and deteriorated water meters to improve accuracy and reliability in water metering, identify and address water leakages in order to reduce water losses; and the addition of hydraulic looping in the Town's water distribution system to increase water service pressures; improve fire suppression capabilities and overall water system reliability.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK, FLORIDA FORMALLY APPROVES AND ADOPTS THE TOWN OF ORANGE PARK FACILITIES PLAN AS WRITTEN AND PRESENTED TO THE TOWN COUNCIL ON THIS DATE:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The Town of Orange Park, Florida, is authorized to approve the proposed Facilities Plan.

SECTION III. The Public Works Director is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facilities Plan.

SECTION IV. The Public Works Director is hereby designated as the authorized representative to execute the Facilities Plan which will become the foundation of all activities related to the drinking water system improvements. The Public Works Director is authorized to represent the Town in carrying out the Town's responsibilities under the Facilities Plan. The Public

Works Directors is authorized to delegate responsibility to appropriate Town Staff to carry out technical, financial, and administrative activities associated with the Facilities Plan.

SECTION V. The legal authority for adoption of this Facilities Plan is pursuant to the Town Charter, Town Code of Ordinances, and the Laws of the State of Florida.

SECTION VI. Conflicts. All Resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VII. Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidated or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION VIII. Effective Date. This Resolution shall take effect upon its approval and adoption by the Town Council.

APPROVED AND ADOPTED this 2nd day of June 2026.

_____

Mayor

ATTEST:

_____

Town Clerk

FORM APPROVED:

_____

Town Attorney

Item No. 7.b

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Appointment of Cody Monroe as Police Chief

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: $130,591.24 annual salary

Background Information: The Town Manager is recommending Assistant Chief Cody Monroe be appointed to the position of Police Chief under Section 4.02 of the Town Charter. He has nearly 19 years of service with the Orange Park Police Department, rising through multiple ranks and overseeing key divisions including Investigations, SRO, and Evidence. He has also served as Clay County SWAT Team Leader and the agency's long-time Public Information Officer.

Assistant Chief Monroe has led major initiatives such as the body-worn camera program, active assailant policies, and the department's Mission, Vision, and Values. He holds a Bachelor's and Master's in Criminal Justice and is a graduate of both the FBI National Academy and the Florida Leadership Academy.

Action Requested: Motion to approve the appointment of Cody Monroe as Police Chief.

Information Attached:
Resume
Recommendation Letter

CODY MONROE

[redacted] | cmonroe@townop.com

A highly motivated professional with almost 190 years of comprehensive law enforcement experience in various areas of the profession ranging from patrol, major case investigations, media relations to executive management of multiple divisions of a police agency. Skilled in policy development, project management, crime prevention, public relations, training management and budgeting. Adept at communication and public speaking, team building, problem solving and thinking outside the box. A lifelong student of leadership. Unique knowledge of the Town of Orange Park and the high expectations residents expect of their law enforcement agency.

LAW ENFORCEMENT EXPERIENCE

ASSISTANT CHIEF OF POLICE

Orange Park Police Department

2007-PRESENT

My law enforcement career began in the Town of Orange Park in 2007. Held the rank of Patrol Officer, Patrol Corporal (first-line supervisor), Detective (investigating all felonious crime), Sergeant (patrol watch commander) and Administrative Lieutenant, responsible for managing the Investigations Division, School Resource Officer Division, Evidence and Property Section and the Crossing Guard unit. Presently serve as the Assistant Chief of Police managing all operations of the agency.

ANCILLARY DUTIES

- Served as OPPD's Public Information Officer for approximately 8 years managing all social media platforms, media releases and relationships with news outlets in the greater northeast Florida region.
- Served on the Clay County SWAT team from 2010-2022, rising to become the team leader of CCSO's 30-man team. Successfully led CCSO's SWAT team during high-risk search warrants, arrest warrants, barricaded subject calls, hostage rescues and mentally disturbed persons calls. Assisted in developing SWAT's present-day training and selection program.
- Project Manager of the Body Worn Camera Program implementation and continue to serve as the program coordinator.
- Provide Civilian Response to Active Assailant classes to business and churches within the community.
- Provide security assessments for churches and businesses in the Town; work collaboratively with church leaders and business owners to improve their physical security and security policies using CEPTED principals and crime prevention concepts.
- Served as OPPD's first official training coordinator.
- Served as OPPD's active shooter instructor, less lethal instructor, firearms instructor.
- Assist in the recruitment and hiring processes of OPPD.
- Oversaw the Internal Affairs investigations within OPPD.
- Plan and lead special event security details for large scale events or events involving legislative VIP's.
- Developed OPPD's new website content to modernize our online profile.
- Served on the Board of Directors for Quigley House, Clay County's only domestic violence and sexual assault center. Served on the board's Finance Committee, assisting in the decision-making process of the organization's 1.8-million-dollar budget.
- Serve on the Jacksonville Urban League Youth Crime Prevention Board.
- Serve on the St. Johns River State College Criminal Justice Standards and Training Commission Board.
- Serve as an advisory board member of the Signal 35 Fund; a non-profit organization in Clay County aimed at raising funds to support law enforcement members' whose families are experiencing emergencies.

CAREER ACCOMPLISHMENTS

- Developed Orange Park Police Department's body-worn camera program and have provided guidance on policy and practice to other agencies as they seek to start their programs. Wrote and implemented an effective and transparent policy for body-worn camera use.
- Using social media, created an enhanced and transparent relationship with the community, illustrating our culture of service to the citizens we serve.
- Developed Orange Park Police Department's first professional training coordinator role, professionalizing the training of our agency.
- Wrote OPPD's active assailant response policy and worked collaboratively with CCSO, GCSPD, CCSBPD, OPFD and CCFR to ensure continuity across all Clay County law enforcement agencies to ensure the best response.
- Developed OPPD's less lethal bean bag program and wrote its policy to provide an additional less lethal option for officers in dangerous situations.
- Officer of the year 2015.
- Successfully investigated and arrested three suspects involved in the high-profile murder of Commander Alphonso Doss (USN). This investigation was showcased on multiple true crime tv series.
- Wrote and established OPPD's Mission, Vision and Values statements we currently use.

OTHER APPLICABLE WORK EXPERIENCE

ADJUNCT INSTRUCTOR

Ground Operations Development
2019-2023

Adjunct SWAT instructor for Ground Operation Development's SWAT training courses. Specialized in basic through advanced SWAT techniques ranging from small unit tactics and firearms proficiency to leadership and team development. Developed Ground Operation Development's Active Assailant Course for students and school staff members. Taught K-12 tiered levels of courses, age appropriate, to provide best practices for survival in an active assailant situation until law enforcement arrives.

EDUCATION

280th Session FBI National Academy Graduate (Quantico, VA)

Graduated 12/2021

45th Session of the Florida Leadership Academy Graduate

Graduated 4/2019

American Military University (West Virginia)

Graduated 08/2015 Masters of Arts Criminal Justice

- Concentrated electives around Terrorism and Counter Terrorism Studies
- GPA: 3.5 of a maximum 4.0

American Military University (West Virginia)

Graduated 10/2013 Bachelors of Arts Criminal Justice (Specialization of Law Enforcement Leadership)

- Graduated with Honors
- Cumulative GPA: 3.8 of a maximum 4.0

TOWN of ORANGE PARK
Closer To What Matters

OFFICE OF THE TOWN MANAGER

Date: Wednesday, May 27, 2026

To: Town Council

From: Joseph Taylor, Town Manager

Subject: Recommendation for Promotion – Chief of Police

I am pleased to recommend that Cody Monroe be promoted to the position of Chief of Police for the Town of Orange Park, Florida. Cody has demonstrated exceptional leadership, professionalism, and commitment in his role as Assistant Police Chief, and he has consistently proven his capability to guide and support the operations of the Police Department.

I recommend that this promotion becomes effective on June 3, 2026.

Upon promotion, his salary will be $130,591.24, representing a 15 percent increase from his current compensation as Assistant Police Chief.

Cody Monroe has earned the confidence of both Town leadership and the community, and I believe he will continue to serve the Town of Orange Park with integrity and dedication in this new role.

Sincerely,

Joseph Taylor, Town Manager

Item No. 7.c

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Police

Item Title: Authorization to Dispose of Police Equipment

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: $500.50

Background Information: Article 25, Section 11, of the Police Collective Bargaining Agreement states that upon retirement, sworn law enforcement employees may be awarded one pistol, preferably the service pistol used by the employee while on duty. Chief Randy Case will be retiring after almost 28 years of service and will be awarded his service pistol. Chief Case has met all the requirements of this Section.
Equipment information: Glock Model 47 9mm Serial #BPYY994.

Action Requested: Authorization to dispose of Glock Model 47 9mm Serial #BPYY994.

Information Attached:
None

Item No. 7.d

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Approval of an Agreement for Human Resources Consulting Services with CPS HR Consulting

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: The contract sets a fixed maximum monetary indebtedness not-to-exceed $55,000.00 over the duration of the agreement, subject to annual available and lawfully appropriated funds. There is currently $58,000.00 allocated in the FY 25/26 operating budget for Human Resources, which is sufficient to cover the initial year's expenditures under this agreement.

Background Information: The Town of Orange Park issued a Request for Proposal (RFP) seeking professional human resources management consulting services. Following a competitive procurement process, Cooperative Personnel Services, doing business as CPS HR Consulting, was identified as the lowest responsive and responsible bidder to perform these services in accordance with the RFP terms, conditions, and specifications.

Under the terms of this three-year Agreement, the contractor will provide remote and on-demand operational and strategic HR consultation to support the Town's day-to-day HR functions. Initial workflows will begin with a comprehensive 10-hour Basic HR Compliance Assessment to evaluate the Town's current personnel records (including personnel files, secure storage, and I-9 forms), recruitment workflows, and pay practices for FLSA compliance. Following the assessment, CPS HR Consulting will deliver written recommendations and provide ongoing support in foundational areas including recruitment and onboarding strategies, single or small job family classification/compensation studies, benefits administration support, performance management, labor relations, and policy compliance.

Action Requested: Motion to approve and authorize the Mayor to execute the Agreement for Services with Cooperative Personnel Services d/b/a CPS HR Consulting for a three-year term and an amount not to exceed $55,000.00

Information Attached:
CPS HR Consulting Agreement

AGREEMENT FOR SERVICES
(Human Resources Consulting)

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered into as of this ____ day of _, 2026 (the "Effective Date") by and between the **TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida, having its principal office at 2042 Park Avenue, Orange Park, FL 32073 (hereinafter referred to as the "Town" or "Owner" or "Buyer") and **COOPERATIVE PERSONNEL SERVICES** doing business as CPS HR CONSULTING, a California, having its principal office at 2450 Del Paso Road, Suite 220, Sacramento CA 95834 (hereinafter referred to as the "Contractor"), and.

RECITALS:

WHEREAS, the Town issued Request for Proposal for human resources consulting services and all associated addenda and attachments, which bid documents and specifications are incorporated herein by reference (the "RFP"); and,

WHEREAS, Contractor submitted a bid proposal to the RFP, which is incorporated herein by reference ("Contractor's Bid Proposal"); and,

WHEREAS, Contractor is the lowest responsive, responsible bidder, and the Town has selected Contractor to perform human resources consulting in accordance with the RFP terms and conditions; and

WHEREAS, the Town desires to procure human resources consulting services from Contractor, subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

Section 1. **Recitals**. The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

Section 2. **Services**. Contractor shall perform the Services, subject to the terms of this Agreement. Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. Contractor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Contract, and Contractor shall perform the same as though they were specifically mentioned, described and delineated. Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Contract Manager. In the event of a conflict between the provisions of the Services as described in the Proposal and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services.

Section 3. **Maximum Indebtedness; Contract Price**. The Town's maximum indebtedness for the Services under this Contract shall not exceed the fixed monetary amount not-to-

exceed Fifty-five Thousand and 00/100 ($55,000.00), subject to annual available and lawfully appropriated funds. The Contract payment terms are set forth on **Exhibits A and D** attached hereto.

Section 4. **Contract Term**. The term of this Contract shall commence on the Effective Date and shall continue for a period of three (3) years thereafter, unless sooner terminated by either party in accordance with the terms of this Agreement.

Section 5. **Contract Documents**. This Contract consists of this Agreement including exhibits attached hereto, as modified by any subsequent signed amendments.

Section 6. **Notice Requirements**. Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below or via email with an acknowledge delivery receipt by the other party. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

As to the Town:
Town of Orange Park
2042 Park Avenue
Orange Park, FL 32073
Attention: Town Clerk
Email: crusso@townop.com

With a copy to:
Town Attorney
Same address as above
Email: lhodges@sgrlaw.com

As to Contractor:
Cooperative Personnel Services d/ba/ CPS HR Consulting
Melissa Asher, Chief of Client Services
2450 Del Paso Road, Suite 160
Sacramento, CA 95834
Email: masher@cpshr.us

Either party may at any time designate a different address and/or contact person by giving notice as provided above.

Section 7. **Contract Managers**. Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Agreement. As of the Effective Date, the Town's Contract Manager is the Town Manager, and Contractor's Contract Manager is Christina Batorski Peacock. Each party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his contact information; provided, such changes shall not be deemed Agreement amendments and may be provided via email.

Section 8. **Required Affidavits**. Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the Town's obligations hereunder, Contractor shall deliver to the Town an executed Human Trafficking Affidavit and Entities of Foreign Countries of Concern Affidavit in the forms attached hereto as **Exhibit B-1** and **Exhibit B-2**, respectively.

Section 9. **Indemnification and Insurance; Performance Bonds**. Prior to commencing the Services, Contractor shall adhere to the indemnification and insurance requirements contained on **Exhibit C** attached hereto and any applicable performance and payment bond requirements required on **Exhibit D** attached hereto.

Section 10. **Miscellaneous Required Contract Provisions**. Contractor shall adhere to the additional required contract provisions set forth on **Exhibit D** attached hereto.

Section 11. **Exhibits**. All Exhibits attached hereto are hereby fully incorporated herein by reference.

Section 12. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Town (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

Section 13. **Execution Authority**. Each party represents and warrants to the other party that such party has full right and authority to execute and perform its obligations under the Agreement, and each party and the person signing this Agreement on behalf of each party represent and warrant to the other party that such person is duly authorized to execute this Agreement on behalf of such party without further consent or approval by anyone. Each party shall promptly deliver to the other party upon request all documents reasonably requested by the other party to evidence such authority.

Section 14. **Amendments**. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

Section 15. **Counterparts**. This Agreement, and all amendments thereto, may be executed electronically and in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[The remainder of this page was intentionally left blank by the parties.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

TOWN:

TOWN OF ORANGE PARK, a municipality existing under the laws of the State of Florida

By:_____
Winnette Sandlin, as Mayor

Attest:

By_____
Town Clerk

In compliance with the Charter of the Town of Orange Park, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing contract or obligation and provision has been made for the payment of monies provided therein to be paid.

_____
Town Manager or authorized designee

CONTRACTOR:

COOPERATIVE PERSONNEL SERVICES D/B/A CPS HR CONSULTING, a California joint powers authority

_____
Print Name: Sandy MacDonald-Hopp
Title: Chief Financial Officer

Exhibit A

RFP [insert number and approved scope of work]

[To immediately follow this page.]

Technical Approach and Scope of Services

Basic HR Compliance Assessment

We recommend starting with an HR compliance assessment to assess the Town's current HR practices, policies, and systems in order to develop an implementation plan. Our basic HR Compliance Assessment can normally be completed within approximately 10 hours and the work is done virtually using Microsoft Teams, phone, and e-mail communications. This process would include the following steps:

1. Kick off meeting to set expectations and plan a basic HR compliance assessment, including scope of work and timeline.
2. Interview style HR assessment conducted virtually via Microsoft Teams to gather information about the current HR function, focusing on compliance activities and HR policies and procedures, including, but not limited to:
    - Personnel files and confidential employee files (i.e., health records, investigations, etc.).
    - I-9 Forms.
    - HR related policies and procedures, such as recruiting, on-boarding, off-boarding, etc., and compliance related policies such as anti-discrimination, no retaliation, EEO, etc.
    - Pay practices (focused on FLSA compliance)
    - Mandatory employer posters
    - Safe and secure storage of confidential HR documents
3. Using the information collected, develop written recommendations to strengthen compliance and enhance and/or put in place best practices for foundational areas of HR management.
4. Presentation of draft HR compliance assessment results and recommendations.
5. Updates to the HR compliance assessment recommendations, based on presentation feedback, and delivery of a final report.

HR Consulting Services

Our approach includes providing human resources expertise, advice, and consultation to ensure the appropriate research, analysis, and professional HR guidance are utilized for all assigned duties and responsibilities. These duties would include delivery of HR services as well as providing best practice recommendations and assistance with implementation in the requested service areas.

CPS HR staff assigned would work remotely and can assist with a specific project or provide operational or strategic HR consultation to support the day-to-day HR function as needed and on-demand. We will comply with any confidentiality and system requirements the Town has determined are necessary to maintain the integrity and confidentiality of its data.

HR Support and Consultation: CPS HR can provide the Town with ***virtual*** HR consultation in the areas requested by the Town, and we also provide support in these primary areas below. Some typical tasks are listed below:

Recruitment, Selection, and Onboarding

- Devise a recruitment strategy and timeline.
- Work with hiring managers to develop job postings and ideal candidate profiles.
- Develop recruitment brochures, if requested.
- Create and post advertising on appropriate channels.
- Perform outreach to build awareness of the position and attract diverse candidate pools.
- Review application materials.
- Conduct scoring and screening processes.
- Coordinate selection hurdles including oral panel interviews and final hiring interviews which include preparation of evaluation materials, orientation of interview panel members, and facilitation of consensus meeting or rating results.
- Conduct professional reference and background checks, if requested.
- Oversee onboarding processes to ensure seamless integration of new employees, if requested.

Classification and Compensation Studies

- Draft or revise job descriptions to include missing requirements such as language around driving requirements and pre-employment notices.
- Perform single or small job family classification studies.
- Conduct single or small job family market rate base salary compensation studies.

Benefit Administration

- Act as primary contract or work behind the scenes to support HR staff with general benefits administration including:
- Fielding employee questions;
- Processing benefit enrollments, changes, and terminations.; and/or
- Coordinating open enrollment activities.

- Work with third party providers to advise the Town on competitive benefits packages tailored to the Town's size and needs.

Performance Management and Employee Development

- Review performance management processes, procedures, tools, and resources and updated, if needed.
- Ensure performance management schedule is updated and communicated to employees and supervisors.
- Facilitate training on the performance management process with new employees and supervisors.
- Ensure all required documentation is submitted for the employee's personnel file at the completion of the performance period.
- Work with the Town to develop a leadership program to provide training and support to newly promoted employees.
- Recommend training programs, including supervisory, leadership, compliance, and safety training, in addition to all mandatory training.
- Prepare and estimate training budgets.
- Develop a training schedule and tracking method.

Employee Relations (investigations, mediation, etc.)

- Act as primary contact, or work behind the scenes to support HR staff, in the administration labor relations while ensuring the highest degree of confidentiality in all matters.
- Review labor relations policies and practices and update, revise or create new processes if needed or requested.
- Provide advice, counsel, recommendations, and training to ensure a positive and productive work environment.
- Provide direction for employee related matters such as time-off, medical leave, formal and informal employee complaints, discipline, promotions, demotions, and termination of employees, and unemployment.
- Prepare and implement strategies to prevent and resolve employee problems or disputes.
- Conduct workplace investigations or mediation services if needed or requested (and at an additional cost/higher pay rate).
- Provide support during union negotiations in coordination with legal counsel.

- Develop and implement a Town-wide wellness program; provide suggestions on programs and policies the Town could implement to support employee wellness; work with stakeholders to develop a wellness program that meets the Town's needs.

Labor Relations

- Ensure compliance with MOUs or other bargaining agreements.
- Create policy related to MOUs.
- Respond to grievances.
- Facilitate Union communications.

Policies and Procedures

- Ensure compliance with all applicable labor laws and regulations to include assisting with the review and interpretation of current, revised, and/or new HR-related laws, policies, and/or procedures.
- Develop or review and update employee handbooks.
- Develop or review and update stand-alone policies and procedures, as needed, or requested.
- Provide guidance on employment practices and HR compliance issues.

Onboarding, Offboarding and Lifecycle Management

- Review and or develop an onboarding program to include required paperwork, training, needed access, etc.
- Manage offboarding to include collection of property, IT notifications, and determination and communication regarding the termination of benefits.
- Conduct exit interviews and provide periodic analysis and trends; analyze collected information and make recommendations to the Town for retention and ways to promote positive employee morale.
- Provide recommendations to improve retention, succession planning and workforce planning.
- Analyze workforce trends, including aging and years-of-service data to inform workforce planning.

Additional HR Tasks*

- Provide ongoing consultation and HR expertise to stakeholders/leadership.
- Recommend best practices for ongoing compliance.

- Audit and align HR business practices with operating procedures to be aligned in personnel matters, including HRIS systems/HR Records and Benefits to ensure data is complete and compliant, and properly administered.
- Review hiring, onboarding and other selection related processes including I-9 verifications, DMV driving records, and pre-employment physicals for safety-sensitive positions and update, revise, or create new processes if needed or requested.
- Review background, education. employment, personal, and professional reference check practices and update, revise, or create new processes if needed or requested.
- Leave management administration.
- Process personnel action forms.
- Review and/or administer Merit step increases.
- Other HR duties related to recruitment, compliance, training, and personnel processing.

We are not able to assist with payroll processing.

Fee Proposal

CPS HR proposes a time and materials pricing model for this project. The total estimate is based on an average of 20 hours per month, but we are more than willing to increase or decrease the monthly workload and adjust the total budget in order to meet the Town's expectations.

Roles and hourly rates at each staffing level are listed below. Most services would be delivered at the Senior HR Consultant level. CPS HR will invoice the Town on a monthly basis for actual hours worked and expenses incurred.

Staffing Level	Name	Estimated Hours Per Month	Hourly Rate	Total Annual Amount
Project Manager	Christina Peacock	1	$180	$180
Senior HR Consultant	Edward Sisson	18	$130	$2,340
Administrative Technician	Jackie Frost	1	$100	$100
Total estimated Monthly Hours and Cost		**20**		**$2,620**
Total Estimated Annual Hours and Cost (includes any expenses)		**240**		**$31,440**

Expenses

CPS HR assumes that the majority of the work being requested can be provided remotely through phone, e-mail, and web conferencing. However, if the Town requires provision of these services onsite, travel time will be billed at half the hourly bill rate and applicable mileage, lodging, per diem, and parking expenses will be billed at the current IRS rates. There is no mark-up on expenses. CPS HR will obtain prior approval from the Town for all direct costs.

Renewal Options

We are open to optional renewal years after the initial term of three (3) years to maintain ongoing HR consultation and support for the Town. The Town may determine the not-to-exceed amount for each renewal term based on its budgetary and operational needs.

Pricing Philosophy

CPS HR is open to discussing alternative work plans which may alter the cost of the project. If the Town needs more or fewer HR support hours than originally estimated—whether weekly or monthly—we can adjust the workload and budget accordingly. We're also open to discussing any necessary changes or extra services, such as updates to the project plan, timeline, or budget.

Exhibit B-1

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____ of _____, a Florida ____ _____ (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [_] physical presence or [_] online notarization, this ____ day of _____, 2026, by _____ as _____ of _____, a _____, on behalf of said _____. Said individual [_] is personally known to me or [_] has produced _____ as identification.

_____

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL)

Serial Number (if any) _____

My Commission Expires: _____

Exhibit B-2

Entities of Foreign Countries of Concern Affidavit
(Section 287.138, Florida Statutes)

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____ of _____, a Florida ____ _____ (the "Entity").

3. The Entity is not owned by the government of a foreign country of concern.

4. The government of a foreign country of concern does not have a controlling interest in the Entity.

5. The Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.

6. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.
Executed to be effective as of _____, 2026.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [_] physical presence or [___] online notarization, this ____ day of _____, 2026, by _____ as _____ of _____, a _____, on behalf of said _____. Said individual [___] is personally known to me or [_] has produced _____ as identification.

_____
Name: _____
NOTARY PUBLIC, State of Florida
(SEAL) Serial Number (if any) _____
My Commission Expires: _____

Exhibit C

Indemnification and Insurance

Indemnification

Contractor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the Town of Orange Park, Florida ("Town") and their respective members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this Agreement (the "Service(s)"), any product generated by the Services, or any part of the Services as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Town, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.
In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$100,000 Each Accident
	$500,000 Disease Policy Limit
	$100,000 Each Employee/Disease

This insurance shall cover Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

$1,000,000	General Aggregate
$1,000,000	Products & Comp. Ops. Agg.
$1,000,000	Personal/Advertising Injury
$1,000,000	Each Occurrence
$ 50,000	Damage to Rented Premises
$ 5,000	Medical Expenses

Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit (Coverage for all automobiles, contractors automotive equipment; ~~owned,~~ hired or non-owned used in performance of the Contract; property damage per claim and aggregate)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida

without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability	$1,000,000 per Claim and Aggregate

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the Town of Orange Park, Florida Certificates of Insurance that shows the corresponding Town Contract or Bid Number in the Description, Additional Insureds, and Waivers of Subrogation endorsement as provided below. The certificates of insurance shall be mailed to the Town of Orange Park, Florida (Attention: Chief Financial Officer), 2042 Park Avenue, Orange Park, Florida 32073.

B. Additional Insured. All insurance except Worker's Compensation, and Professional Liability, shall be endorsed to name the Town and its respective members, officers, officials, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Town and their respective members, officers, officials, employees and agents.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. Contractor Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self- insurance maintained by the Town and its respective members, officers, officials, employees and agents

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the Town and its respective members, officers, officials, employees and agents be responsible for paying any deductible or self- insured retention related to this Agreement.

G. Agreement Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its subcontractors, employees or agents to the Town and its respective members, officers, officials, employees and agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

H. Waiver/Estoppel. Neither approval by Town nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Agreement.

I. Notice. The Contractor shall provide ~~an endorsement issued by the insurer to provide~~ the Town thirty 30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said thirty (30) days written notice of any change in the

above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the Town may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Town and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision. Prior to executing this Agreement, Contractor shall present this Agreement and these insurance requirements to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Agreement Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Agreement.

Exhibit D

Additional Required Contract Provisions

D.1. Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

D.2. Buyer's Right to Make Changes. Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

D.3. Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well. The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. Contractor's warranties extend solely to the Buyer.

D.4. Buyer Will Assist Contractor. At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

D.5. Location Requirements for Services. Unless otherwise stated herein, the Services shall be performed Remotely, in Orange Park or in Clay County and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

D.6. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed and consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be

responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

D.7. Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

D.8. Ownership of Works. (a) As used in this Section and the Section below entitled "Intellectual Property", the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract. (b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in the Section "Intellectual Property" below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation. (c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

D.9. Intellectual Property Pre-Existing Works.

Contractor shall retain all right, title and interest in and to all pre-existing works used in connection with any work product produced under this Agreement, but grants Town an irrevocable, royalty-free, perpetual and non-exclusive license to use the work soley for internal purposes. Pre-existing Works are defined as inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property which existed prior to commencement of this Agreement including any classes offered in Contractor's course catalog or any other classes taught by

Contractor or Contractor's instructors. In addition, to the extent that Contractor incorporates pre-existing works into a derivative work, Contractor will retain ownership of the pre-existing portion of the derivative work. Apart from the above, any other work product, including those portions of derivative works created exclusively for Town with funds provided under this Agreement, shall be co

D.10. Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially accepted software development and documentation processes and standards.

D.11. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section E.3 above ("Buyer's Right to Make Changes").

D.12. Loss of Data. If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

D.13. Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

D.14. Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

D.15. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

D.16. Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Clay County, Florida) against Contractor.

D.17. Attorneys Fees. Each party shall be responsible for its own attorneys' fees related in any manner to this Agreement.

D.18. Retention of Records / Audits. (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and

all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor. (e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

D.19. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform;

provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

D.20. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause. Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than Buyer. As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

D.21. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

D.22. Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Agreement.

D.23. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

D.24. Notice and Approval of Changes in Ownership. Because the award of the Contract may have been predicated upon Contractor's ownership structure, Contractor agrees that any transfer of a substantial interest in Contractor by any of its owners shall require Buyer's prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of the Contract, Contractor represents that it has no knowledge of any intent to transfer a substantial interest in Contractor. A substantial interest shall mean at least 25% of the voting shares in Contractor. This section shall not apply to (i) transfers occurring upon the incapacitation or death of an owner; (ii) transfers associated with an initial public offering on the NYSE or NASDAQ markets; or (iii) transfers to a company whose stock is publicly traded on the NYSE or NASDAQ markets.

D.25. Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

D.26. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

D.27. Unauthorized Aliens; E-Verify. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s),

that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

D.28. Prompt Payment to Subcontractors and Suppliers. Payments under this Agreement shall be governed by the Local Government Prompt Payment Act, Chapter 218, Part 7, Florida Statutes.

D.29. Conflicts of Interest. Contractor acknowledges that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor. By execution of this Agreement, Contractor represents that no public official has a financial interest in Contractor's bid or contract.

D.30. Substitution of Personnel. In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting.

D.31. Methods and Times of Payment. The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Town periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit B – Payment Terms.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Town, shall show the Town's contract title, and shall have a unique invoice number assigned by the Contractor. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. Disputes for payment of obligations shall be concluded by final written decision of the Town Manager, or designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Town.

Invoices and associated back-up documentation shall be submitted electronically by the Contractor to the Town as follows:

Town of Orange Park
Finance Department
2042 Park Avenue
Orange Park, FL 32073
Attention: John Villanueva
Jvillanueva@townop.com
Phone: 904-264-9565

Fax: 904-278-3039

The Town may at any time designate a different address and/or contact person by giving written notice to the Contractor.

D.32. Proprietary Information. As a political subdivision of the State of Florida, the Town is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

D.33. Non-Discrimination. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor violates the Act during the term of this Contract.

D.34. Mechanics Liens. Contractor shall not cause or allow any mechanics lien or liens to be placed upon the Town's property, and if any such mechanics lien or liens are so placed upon the Town's property as a result of Contractor's actions, Contractor shall promptly pay and remove said lien or liens and if Contractor shall fail to remove the same within the same day of receipt of written notice thereof by Town. Contractor agrees that any mechanics lien placed on the Town's property by Contractor or any of its subcontractors is void and of no effect under against a government entity under Florida Mechanics Lien Law.

D.35. Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract 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 Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

D.36. Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

D.37. Warranty of Incorporation. Contractor represents and warrants that Contractor is a validly existing corporation or limited liability company, as applicable, and is registered and authorized to do business in the State of Florida.

D.38. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Clay County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

D.39. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

D.40. Bankruptcy. The Town reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

D.41. Press Release or Other Public Communications. Under no circumstances shall the Contractor without the express written consent of the Town:

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

D.42. Compliance with Applicable Laws. The Contractor (and any subcontractors as to any services that the Contractor provides to the Buyer under this Agreement) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Town of Orange Park Ethics Laws; and
- All licensing and certification requirements applicable to performing the Services.

D.43. Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

D.44. Prohibition against Considering Social, Political or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that Buyer in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

D.45. Scrutinized Vendors. Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

i. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Contractor:

(1) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

(2) Is engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135(3)(a)4, Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods or services in an amount of one million dollars or more and the Contractor:

(1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and

(3) Is engaged in business operations in Cuba or Syria.

iv. Pursuant to Section 287.135(3)(b), Florida Statutes, the Buyer may terminate this Agreement at the Buyer's option if the Agreement is for goods and services of any amount and the Contractor:

(1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or

(2) Is engaged in a boycott of Israel.

D.46. Convicted Vendor List. A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Agreement with any public entity; and
- transact business with any public entity in excess of the Category Two threshold amount provided in Section 287.017, Florida Statutes.

D.47. Discriminatory Vendor List. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

- submit a bid on a Agreement to provide any goods or services to a public entity;
- submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a Agreement with any public entity; or
- transact business with any public entity.

D.48. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such

notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

D.49. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

D.50. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion. In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector. Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

D.51. Contractor Remedies Upon Buyer Default. Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

D.52. Public Records. The Buyer is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a) Keep and maintain public records required by the Buyer in order to perform the service.

b) Upon request from the Buyer's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Buyer.

d) Upon completion of the Agreement, transfer, at no cost to the Buyer, all public records in possession of the Contractor, or keep and maintain public records required by the Buyer to perform the service. If the Contractor transfers all public records to the Buyer 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 Buyer, upon request from the Buyer's custodian of public records in a format that is compatible with the information technology systems of the Buyer.

e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request for such documents to be returned. By execution of this agreement, the Buyer is requesting that all Firm files be returned and provided to the Buyer to circumvent destruction of the files.

f) During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the Buyer's Town Manager. The Contractor agrees to make available to the Buyer's Town Manager, during normal business hours and in Clay County, all books of account, reports and records relating to this Agreement.

g) Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
2042 PARK AVENUE
ORANGE PARK, FL 32073
EMAIL:CRUSSO@TOWNOP.COM

THE CONTRACTOR ACKNOWLEDGES THAT THE BUYER CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE BUYER TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTORACKNOWLEDGES THAT FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION PURSUANT TO THIS AGREEMENT.

Item No. 7.e

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Public Works

Item Title: Approval to purchase Vanguard V2 7522 Belt Screen as an Emergency Single Source Purchase

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: Financial Impact if Applicable: $126,685.00
$97,236.27 - 405-60-53500-63148 – Replace Bar Screen - Available Balance $97,236.27
$29,448.73 - 405-60-53500-63127 – Sewer Plant Improvements – Available Balance $248,422.63

Background Information: The Town of Orange Park PWD Wastewater Treatment Plant has an aging infrastructure and one of the main components in treating all of the Town's grey water is the bar screen system that removes all of the non-organic material out of the influent flow into the treatment plants. Without the bar screen all material ends up in the pumps that push the flow around the plant and requires them to be removed up to 10-15 times per day to keep them operating correctly and not getting damaged from the material. The existing bar screen that is requested to be replaced is over 20 years old and repair parts have been extremely difficult to get since 2020. The manufacture of the unit is in Italy and there are very few suppliers and parts left for this model because of its age. The requested unit supplier has three locations in Florida that stock parts for this model so it will be less than a 24-hour period to receive any parts or repairs. This model has been researched and vetted by CPH Corp. and is recommended as the replacement. The plant has a second style of bar screen that is from the same manufacture as the one being requested. This will standardize the type of equipment and replacement parts for the plant when they are required.

Action Requested: Motion to approve the purchase and delivery of the Vanguard V2 7522 Belt Screen in the amount of $126,685.00 as an Emergency Single Source Purchase.

Information Attached:
Belt Screen Proposal
Non-Competitive Purchase Justification

May 22, 2026

Brandon Hoffman
Chief Operator
Town of Orange Park WWTP
Orange Park, FL

Subject: Town of Orange Park WWTP
Nuove Energie Vanguard V2 7522 Belt Screen Proposal

Dear Mr. Hoffman,

Trippensee Shaw, Inc. is pleased to provide, on behalf of Nuove Energie USA, this proposal for one (1) Vanguard V2 7522 Belt Screen for the Town of Orange Park Wastewater Treatment Facility. The proposed unit is intended to complement the existing Vanguard screen currently installed at the facility and will be utilized to replace the existing static bar screen located in the adjacent channel. By implementing a matching Vanguard unit, the facility will gain operational consistency between both channels while also allowing for shared like-parts, maintenance familiarity, and streamlined long-term support.

The Vanguard V2 7522 Belt Screen is fabricated entirely of stainless steel and is specifically designed for municipal wastewater screening applications requiring reliable solids removal, simple maintenance, and long-term operational durability. Included within this proposal is the complete screen assembly, local control panel, standard spare parts package, shipping to site, and two (2) days of onsite startup and field service assistance.

The Vanguard screen offers several advantages for this application including:

- Self-cleaning continuous belt screening technology for reliable solids removal
- Heavy-duty stainless-steel construction for long service life in municipal environments
- Compact footprint suitable for retrofit applications
- Low maintenance design with easy access to mechanical components
- Integrated local control panel and wash system for simplified installation and operation
- Operational consistency with the existing installed Vanguard unit including shared like-parts and maintenance familiarity

Equipment Scope

- One (1) Vanguard V2 7522 Self-Cleaning Belt Screen
- Stainless Steel NEMA 4X Local Control Panel
- Standard Spare Parts Package

Proposed Pricing **Total Price**

1 – Nuove Energie Vanguard V2 7522 Self-Cleaning Belt Screen $126,685.00

Includes:
- Stainless Steel NEMA 4X Local Control Panel
- Standard Spare Parts Package
- Packaging and Shipping to Orange Park, FL
- Two (2) Days Onsite Startup Assistance

Notes

- Freight to Orange Park, FL is included
- Estimated lead time: 26–28 weeks after approved submittals and release to production
- Payment Terms: 30% with order, 65% prior to shipment, 5% upon commissioning
- Proposal valid for thirty (30) days from date of issue
- Sales tax or other surcharges excluded.

We appreciate the opportunity to continue supporting the Town of Orange Park WWTP and look forward to working with your team on this project. Please let us know if there are any questions or if any additional information is required.

Best regards,

Najib Coulibaly
Trippensee Shaw, Inc.

Town of Orange Park
Non-competitive Purchase Justification

When a request is made for a non-competitive purchase, the requesting department must complete this form.

Product: Vanguard V2 7522 Belt Screen — Vendor/Brand: Trippensee Shaw / Vanguard

Estimated Dollar Amount: $126,685.00 — Term: _____

Requesting Department: Public Works Department

If there is an existing/previous contract with the vendor, please attach.

Please check all applicable categories below and provide additional information where indicated:

1. ☒ The requested product has unique design and/or performance specifications or quality requirements that are not available in comparable products. (Have you contacted other suppliers to evaluate items/services with similar features and capabilities? If not, explain why not. If yes, list suppliers and explain why their products do not meet the department's needs. Attach all market research conducted.)

   Unit will standardize the bar screen units for WWTP. One Vanguard unit is already being utilized for plant operations. Unit being replaced is out of warranty and life expectancy and parts are not readily available due to age. Unit is not functioning correctly at this time and has increased chance of failure if not replace as soon as possible.

2. ☐ The requested product is an integral repair part or accessory compatible with existing equipment.
   Existing Equipment: _____ Manufacturer/Model #: _____
   Current Estimated Value: _____ Equipment Age: _____

3. ☒ The product requested is one with which staff has specialized training and/or extensive expertise. Retraining to another unit could incur cost in time and/or funding. Estimated cost for retraining: **None.**

4. ☐ The Department has standardized the requested product, and the use of another brand/model would require considerable time and funding to evaluate. Include cost of the investment in the standardized product as well as estimated cost associated with changing to a different product.

5. ☐ Repair/maintenance service is available only from manufacturers or designated service representatives.

6. ☐ Upgrade to or enhancement of existing software is available only from manufacturer.

7. ☐ Service provided by vendor is unique. Therefore, competitive bids are not available or applicable.
   (Describe the unique qualifications, rights, licenses, etc. this vendor possessed and the distinctive service to be provided.)

8. ☐ Competitive purchase not feasible. (Explain the reasons, circumstances, or conditions that prevent this purchase from competitive solicitation.)

Department Signatures

I am aware of Town procedures for competitive purchasing and certify that the above information is accurate to the best of my knowledge.

Requestor: _____
Eric C. Sanders, Utility Manager

Department Director: _____
Kyle Croce, PW Director

The bar screen serves as a critical preliminary treatment component within the wastewater treatment process. Continued operation without a functioning bar screen significantly increases the risk of downstream equipment damage, process disruptions, permit exceedances, elevated turbidity and suspended solids levels, sanitary sewer overflows, odor issues, and overall reduced treatment efficiency. Failure to promptly repair the bar screen may result in increased operational costs, regulatory compliance concerns, and potential environmental impacts.

Here are our major concerns if the screen is not fixed immediately:

- excessive debris entering downstream equipment, including pumps, blowers, clarifiers, grit systems, and aeration equipment, leading to clogging, abrasion, mechanical failures, and unplanned maintenance
- increased risk of pump failures and lift station blockages caused by fibrous materials and large debris bypassing preliminary treatment
- damage to aeration systems and diffusers, reducing oxygen transfer and negatively impacting the biology
- carryover of solids into secondary clarifiers, resulting elevated total suspended solids (TSS), and increased effluent turbidity which will not meet regulatory requirements (violations)
- greater frequency maintenance events and overtime costs associated with clearing clogs and repairing damaged equipment
- sanitary sewer overflows (SSOs) or bypass events if downstream systems become obstructed by debris

Item No. 7.f

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Appointment of Member to Seat 2 on the Magnolia Cemetery Board

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: Mayor Sandlin is recommending the reappointment of Sandra DiGiovanni to Seat 2 on the Magnolia Cemetery Board.

Action Requested: Motion to reappoint Sandra DiGiovanni to Seat 2 on the Magnolia Cemetery Board.

Information Attached:
Sandra DiGiovanni Application

Professional Experience

Please add up to three entries.

Name	Sandra DiGiovanni
Address	2362 Egremont Dr Orange Park, FL, 32073
Phone Number	(904) 699-2305
Email*	sanbar75@me.com
Resident of the Town?*	Yes
Registered Voter in the Town?*	Yes
What Board or Committee are you Interested in?	Magnolia Cemetery Board of Trustees
Company	Pearson Professional Center
Position	Test Center Manager
Years	10

Education

School	University of North Florida
Degree	Masters of Public Administration & Bachelor of Science
Years	4

Volunteer, Civic, Professional & Other Activities

Please list any volunteer service organizations, clubs, or professional societies that you are a member of or titles you may have held. Please include committee and advisory boards.

Organization	HCA Hospital
Position	Volunteer/Treasurer
Years	13

Reason for Serving

5 years of keeping records of cemetery veterans up to date.

Explain why you want to serve on this board/committee, and include any particular potential contribution your selection would bring.

Am familiar with the rules regarding the cemetery and gave spent 4 years as a Board member making sure we follow the ordinances of the town regarding the operation of the cemetery.

Item No. 7.g

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Appointment of Member to Seat 2 on the Planning and Zoning Board

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: Mayor Sandlin is recommending the reappointment of Paul Bement to Seat 2 on the Planning and Zoning Board.

Action Requested: Motion to reappoint Paul Bement to Seat 2 on the Planning and Zoning Board.

Information Attached:
Paul Bement Application

Paul Bement

pbement@gmail.com

Submission Date

Nov 7, 2025 11:12 AM

Name

Paul Bement

Address

2713 Red Fox Rd

Orange Park, Florida, 32073

Phone Number

(904) 403-6308

Email*

pbement@gmail.com

Resident of the Town?*

Yes

Registered Voter in the Town?*

Yes

What Board or Committee are you Interested in?

Planning and Zoning Board

Company

Clay County School District

Position

Supervisor of Planning and Intergovernmental Relations

Years

1

Company

Mac Papers and Packaging

Position

Manager of Information Technology

Years

2

Company

VyStar Credit Union

Position

VP, Information Technology and Operations

Years

12

School

University of Texas at Dallas

Degree

Masters of Business Administration

Years

2.5

School

Embry-Riddle Aeronautical University

Degree

Bachelors of Aviation Business Administration

Years

4.5

Organization

Clay County Planning Commission

Position

School Board Representative

Years

1

Reason for Serving

In my role as planner for the school district and my seat on the county planning commission I spend a great deal of time researching and working within planning and zoning constraints such as PUDs, comprehensive plans, ordinances and state statutes. This knowledge would serve me well in a planning commission role.

Explain why you want to serve on this board/committee, and include any particular potential contribution your selection would bring.

As a new resident of Orange Park and a planner by trade, I would like the opportunity to help guide the town in planning and zoning decisions.

Miscellaneous

I do not have any conflicts of interest.

Item No. 7.h

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Appointment of Member to Seat 2 on the Historic Preservation Board

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: Mayor Sandlin is recommending the reappointment of Angel Corrales to Seat 2 on the Historic Preservation Board.

Action Requested: Motion to reappoint Angel Corrales to Seat 2 on the Historic Preservation Board.

Information Attached:
Angel Corrales Application

Name

Angel Corrales

Address

1200 Plainfield Avenue
Orange park
United States
Map It

Phone

(904) 472-4382

Email

historicspecialist@gmail.com

Resident of the Town?

Yes

Registered Voter in the Town?

No

What Board or Committee are you Interested in?

Historic Preservation Board

Professional Experience

Company	Position	Years
Corrales Artisan and Consultants	Owner/historic building specialist	2

Education

School	Degree	Years
UNF	Spanish Literature, Minor religious study	3

Volunteer, Civic, Professional & Other Activities

Organization	Position	Years
Friends of Willowbranch Library	Vice President	7

Reasons for Serving

I have worked with historic districts across Florida, Georgia and Texas. Most are very similar when it comes to their historic guidelines, design review, and COA processes. I am very knowledgeable with the Department of Interior-National Park Service- Preservation Briefs. I have a solid understanding of historic masonry, building science, energy efficiency and material subject matter, and have successfully applied that understanding in project completion and consultation services.

I want to enhance the future of Orange Park by preserving its history and guiding its present growth. I envision Orange Park becoming a sustainable town, were current long-term residents will revitalize and preserve their established neighborhoods, young couples and families want to live and raise children, and where visitors and vacationers want to return to enjoy a friendly, well- maintained, cohesive small town that is aware of and proud of its roots.

Miscellaneous

I don’t believe so. However, I am the president of a hands-on historic preservation and consultation company . My current goals are to establish a partnership with local businesses to promote and teach historic preservation trades skills and have Orange Park as the headquarters of the first historic preservation academy of Northeast Florida.

Item No. 7.i

Town of Orange Park
Agenda Memorandum

To:	
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Appointment of Member to Seat 2 on the Environmental Quality Board (If Ready)

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable:

Background Information: Mayor Sandlin is recommending the reappointment of John Jordan to Seat 2 on the Environmental Quality Board.

Action Requested: Motion to reappoint John Jordan to Seat 2 on the Environmental Quality Board.

Information Attached:
John Jordan Application

Name

John Jordan

Address

1123 Morgan Cir E
ORANGE PARK
United States
Map It

Phone

(904) 993-2690

Email

jordjb@gmail.com

Resident of the Town?

Yes

Registered Voter in the Town?

Yes

What Board or Committee are you Interested in?

Environmental Quality Board-Seat 2

Professional Experience

Company	Position
Crisis Management Associates, LLC	Managing
US Army	Colonel

Education

School	Degree
Florida Southern College	MBA
Geneva Center for Security Policy	Certificate in International Security P
US Army Command and General Staff College	Masters of Military Arts sand Science
University of Florida	BA

Volunteer, Civic, Professional & Other Activities

Organization	Position
Planning and Zoning Board - TOP	Vice Chair for 1 y

Reasons for Serving

Long Time Town Resident and native of NE Florida. Personal knowledge of landscaping, irrigation and associated fields. BA in Physical Geography.

I have a strong desire to serve the town of Orange Park, my home town.

Miscellaneous

NA

Item No. 7.j

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	June 2, 2026
Submitting Department:	Legislative

Item Title: Culture and Recreation Committee Recommendations

Check one:
[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable:

Background Information: The Culture and Recreation Committee met on Thursday, May 28, 2026, at 5:30 p.m. During this meeting, the committee discussed park naming resolutions, signage research, and long-term premise use agreements. The committee made and voted on the following formal motions:

Park Naming Resolution Recommendation: A motion was made and passed (4 to 0) to recommend that the Town Council instruct staff to draft a resolution separating the current unified name of the T.C. Miller property. Under this recommendation, the community center will be formally designated as the T.C. Miller Community Center, and the adjacent recreational park portion will be named the Wilbert and Hunter Recreational Park, with exact naming styling to be finalized in coordination with the families.

Signage Research Direction: A motion was made, seconded, and approved to ask the Town Council to direct town staff to begin comprehensive research on the physical signage for the Wilbert and Hunter Park. This research will be conducted in coordination with the families to determine costs, styling, biological markers, and QR code integration.

Premises Use Agreement Updates: A motion was made, seconded, and approved to update the town's premises use agreements with Walker and Walker, Historical Soceity of Orange Park, and OPAA, to reflect current dates and incorporate language requiring participating entities to track and submit an annual report detailing their volunteer hours and both expected and unexpected expenditures.

Note regarding meeting minutes: The formal minutes for the May 28, 2026, Culture and Recreation Committee meeting are not currently finalized or included in this report. However, if they are completed prior to Tuesday night's Town Council meeting, they will be promptly provided directly to Council members and uploaded to the digital meeting packet.

Action Requested: Motion to approve recommendations from the Culture and Recreation Committee.

Information Attached:

None