Town of Orange Park
Town Council Regular Meeting
Tuesday, October 20, 2026
6:00 PM
Agenda

1. Call to Order
2. Roll Call
3. Invocation-Councilman Anderson
4. Pledge
5. Mayor Comments
6. Audience Comments on Non-Agenda Items
7. Consent Agenda
    a. Approval of the Council Minutes of the Regular Meeting Dated October 6, 2026
8. New Business
    a. FDEP SRF Supplemental Appropriation (Hurricanes Helene and Milton) – Wastewater Collection System Resiliency and Hardening Upgrades Project (Project No. WW10013)
        i. Approval of Clean Water State Revolving Fund (SRF) Loan Agreement
        ii. Approval of Professional Engineering Services Agreement with CPH Consulting, LLC
        iii. Approval of Work Order No. 1 with CPH Consulting, LLC for the Planning Phase
    b. Update on the Johnson Slough Roadway Project and Associated Loan
9. Town Manager Comments
10. Town Attorney Comments
11. Councilmember Comments
12. Adjournment
    a. November 5, 6PM-Regular Town Council Meeting
    b. December 1, 6PM-Regular Town Council Meeting
    c. January 5, 6PM-Regular Town Council Meeting

PUBLIC COMMENT NOTICE: *Members of the public wishing to speak must first complete a speaker card and submit it to the Town Clerk prior to speaking. A total aggregate of three (3) minutes is allotted to each speaker for non-agenda items. Five (5) minutes are allotted to each speaker for any agenda item. All remarks and questions shall be directed through the Presiding Officer.*

APPEAL OF DECISION: *If any person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceedings and, for that purpose, may*

need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

ADA ACCOMMODATIONS: *Persons with disabilities requiring reasonable accommodations to participate in this meeting should contact the Town Clerk's Office at least 48 hours prior to the meeting at (904) 278-3011 or by email at crusso@townop.com, or through Florida Relay by dialing 711. Requests made with less than 48 hours' notice will be accommodated to the extent reasonably possible.*

Town of Orange Park
Town Council Meeting
Tuesday, October 6, 2026
6:00 P.M.
Minutes DRAFT

Mayor Winnette Sandlin called the Orange Park Town Council meeting to order in the Town Hall Council Chambers at 6:00 p.m.

Other Councilmembers present were Vice-Mayor Doug Benefield, Councilman Randy Anderson, Councilman Glenn Taylor and Councilman Kenneth Vogel. Also in attendance were Finance Director John Villanueva, Fire Chief John Contestabile, Deputy Chief Danny Legge, Public Works Director Kyle Croce, Economic & Community Development Director Stephen Smith, Assistant Police Chief Joel Grant, Attorney Lawsikia Hodges of Smith, Gambrell & Russell and Town Clerk Courtney Russo.

The invocation was given by Mayor Sandlin, followed by the Pledge of Allegiance.

MAYOR COMMENTS

Mr. Goble was requested to coordinate with Town Attorney Ms. Hodges to plan required training on the updated standing rules and annual compliance requirements, including Robert's Rules of Order and Sunshine Law refreshers. A Town Council workshop to complete this training is recommended for the second Tuesday in November.

In addition to an upcoming proclamation for National Fire Prevention Week, October was recognized as both National Breast Cancer Awareness Month and National Domestic Violence Awareness Month, emphasizing early detection, prevention, and support resources. She concluded with encouragement for the community to shop locally to support Town businesses and neighbors.

PROCLAMATION RECOGNIZING FIRE PREVENTION WEEK

MOTION:	Approval of a proclamation recognizing Fire Prevention Week.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Vice-Mayor Benefield read the proclamation into the record, as Mayor Sandlin presented it to Deputy Chief Legge.

PROCLAMATION RECOGNIZING THE 44TH ANNUAL FALL FESTIVAL

MOTION:	Approval of a proclamation recognizing the 44th Annual Fall Festival.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor

NAYS:	

Vice-Mayor Benefield read the proclamation into the record, as Mayor Sandlin presented it to Mr. Smith.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

David Coughlin voiced opposition to the red light camera program, citing FDOT data to argue that red light collisions are statistically negligible. He stated that most violations occur during safe clearance intervals, called the program a revenue generator, and urged Council to review the upcoming contract renewal in January.

Carol Bergal thanked the Council and Public Works for installing a marked crosswalk on Doctors Lake Drive, noting that it provides a safer crossing option for residents.

Carrie Kissinger addressed Council regarding ongoing sanitary sewer backups, pipe collapses, and emergency repairs in her neighborhood over the past 1.5 years. Highlighting emergency spending (including a $24,000 emergency repair on Hopkins Street), she requested a formal, written response and action plan from Public Works that outlines system assessments, rehabilitation options (e.g., trenchless slip lining), assigned staff contacts, and a timeline for proactive repairs.

APPROVAL OF THE COUNCIL MINUTES OF THE REGULAR MEETING DATED SEPTEMBER 15, 2026

MOTION:	Approval of the Council minutes of the regular meeting dated September 15, 2026.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

DISCUSSION ON NOVEMBER 4TH COUNCIL MEETING DATE

Council discussed rescheduling the November Council meeting, which had previously been moved from Election Day to Wednesday, November 4, due to a scheduling conflict for Councilman Taylor.

MOTION:	Reschedule the Town Council meeting from November 4 to Thursday, November 5 at 6:00 PM.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

CLAY COUNTY CDBG URBAN COUNTY REQUALIFICATION (FY 2027–2029)

Ms. Russo presented a request from Clay County regarding whether the Town wishes to participate in the Urban County Qualification program for Community Development Block Grant (CDBG) funding. Staff noted that remaining non-participating allows the Town to apply independently for federal and state Small Cities CDBG grants rather than having funding decisions deferred to County discretion.

MOTION:	Select Option 1 to remain non-participating in the Clay County-Urban County program.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF MOU WITH CONCERT ON THE GREEN FOR COCOA & CAROLS

Council considered a Memorandum of Understanding (MOU) for the annual Concert on the Green ("Cocoa and Carols") event, which details in-kind services and cost-recovery terms identical to the previous year. The Town will provide up to $5,400 in in-kind support, consisting of $2,400 in Public Works services and $3,000 in Police Department security (covered through departmental overtime budgets). Concert on the Green will reimburse the Town for any staffing costs exceeding $5,400 and will pay for required Fire Rescue services. Council discussed fee schedules for Fire Rescue staff and requested that future budgets establish a dedicated line item for recurring event contributions rather than absorbing in-kind services into general departmental overtime budgets.

MOTION:	Approve the MOU with Concert on the Green, including maximum indebtedness language in the police and fire staffing provisions.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

STATE REVOLVING FUND AMENDMENT 2 TO LOAN AGREEMENT DW100110

Mr. Croce presented Amendment 2 to State Revolving Fund Loan Agreement DW100110 for water main extension and improvement planning. The amendment grants the state additional time to review loan documents and extends the project schedule, shifting the first debt service payment date to August 15, 2027. No additional funds were requested, and future debt payments are accounted for in the Town's five-year budget plan.

MOTION:	Approve Amendment 2 to Loan Agreement DW100110 with the State Revolving Fund.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF PIGGYBACK CONTRACT WITH PALM BEACH COUNTY FOR SEWAGE AND SLUDGE DEWATERING AND HAULING SERVICES WITH SYNAGRO SOUTH, LLC.

Mr. Croce presented a proposal to piggyback on a Palm Beach County contract with Synagro South, LLC for sewage and sludge dewatering and hauling services for FY 2026–27. The contract reflects a 3% price increase (attributable to fuel surcharges/CPI adjustments) for a blanket purchase order of $155,000. Council discussed sharp cost increases over recent years due to fuel and Class B sludge hauling requirements to permitted facilities in Polk County. Mr. Croce noted ongoing evaluations of alternative solutions, including biological treatments to reduce sludge volume and acquiring in-house processing equipment (centrifuge/belt press) to lower operational costs.

MOTION:	Approve the piggyback contract with Synagro South, LLC through Palm Beach County for FY 2026–27 in the amount of $155,000, and direct staff to further research bringing processing services in-house.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

PROFESSIONAL ENGINEERING SERVICES FOR FDEP SRF SUPPLEMENTAL APPROPRIATION FOR HURRICANES HELENE AND MILTON (SA-HM) COLLECTION SYSTEM RESILIENCY AND HARDENING UPGRADES PROJECT

Mr. Croce presented a proposal to execute an agreement with CPH Consulting, LLC for professional engineering services regarding the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Supplemental Appropriation for Hurricanes Helene and Milton Collection System Resiliency and Hardening Upgrades. CPH was ranked highest by the Selection Advisory Committee following an RFQ process.

The Town has been shortlisted for up to $13.2 million in loan funding (with 50% principal forgiveness) to harden and rehabilitate lift stations and sewer infrastructure impacted by recent storms.

The initial planning phase is estimated at up to $300,000, which will be drawn from the loan once finalized. The Town's 50% repayment share will be budgeted across the 5-year Capital Improvement Plan (CIP) in the utility fund.

Council members raised questions regarding procurement scoring (specifically CPH's score of 400/400), evaluation criteria regarding familiarity with local systems, project phase approvals, and long-term utility fund capacity to cover the Town's 50% match. Staff clarified that tonight's action is to select the consultant, no funds are expended tonight, pricing for each phase must return to Council for approval, and participation can be adjusted or scaled back as needed.

MOTION:	Postpone Item 8E to the next regularly scheduled Town Council meeting on October 20, 2026, to allow Council members time to review procurement documentation and meet with staff.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF AGREEMENT WITH RAULERSON PAVING LLC FOR MILLING AND RESURFACING OF HURLEY STREET

Mr. Croce presented a request to execute an agreement with Raulerson Paving LLC to mill and resurface Hurley Street (between Plainfield Avenue and Smith Street). Resurfacing serves as preventative maintenance to extend pavement life until full utility upgrades and road rebuilds occur in future years. Funding utilizes rolled-over funds from the previous fiscal year's budget. Staff initially solicited quotes through Clay County's continuing services contract and received a lower quote from Raulerson Paving LLC ($38,271.90), a local contractor recently used on other Town projects. Staff requested approval as a single-source contract.

Council members questioned variance in yardage measurements across vendor quotes and raised procedural questions regarding the Town's $25,000 threshold for formal sealed competitive bids versus utilizing single-source or piggyback tools. Town Attorney Hodges clarified that while Town procurement rules set a $25,000 threshold for competitive sealed bidding, Council has the authority to waive its default rules and approve alternative procurement methods such as single-source or piggyback contracts.

MOTION:	Approve the agreement with Raulerson Paving LLC for the milling and resurfacing of Hurley Street in the amount of $38,271.90.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Vogel
AYES:	Sandlin, Benefield, Taylor
NAYS:	Anderson, Vogel

APPROVAL TO PIGGYBACK CONTRACT WITH BAY COUNTY UTILITIES FOR SODIUM HYPOCHLORITE SOLUTION WITH ODYSSEY MANUFACTURING AND ISSUE BLANKET PO FOR FISCAL YEAR 26/27

Mr. Croce presented a proposal to piggyback on a Bay County Utilities contract with Odyssey Manufacturing Co. for sodium hypochlorite solution used in water and wastewater chlorine treatment for FY 2026–27.

Council discussed market volatility and the importance of routine price-checking. Council members noted that a prior Request for Proposals (RFP) process conducted two years ago determined Odyssey provided the best pricing but emphasized that staff should consistently include supporting history and pricing justification in meeting packets for clarity.

MOTION:	Approve the piggyback contract with Bay County Utilities and issue a blanket purchase order to Odyssey Manufacturing Co. in an amount not to exceed $90,000 for FY 2026–27.
RESULT:	**PASSED**
MOVED BY:	Vogel
SECONDED BY:	Anderson
AYES:	Sandlin, Benefield, Taylor, Anderson, Vogel
NAYS:	

ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE REPORT

Vice-Mayor Benefield presented recommendations from the Economic and Community Development Committee regarding establishing a formal local bidder preference policy within the Town's procurement code.

Council discussed creating a policy framework that includes defining local businesses, establishing preference mechanisms (e.g., percentage advantages or point systems), dollar caps, applicability thresholds, exclusions for state/federally funded projects, and annual reporting requirements.

Town Attorney Hodges and staff noted that while informal or isolated bid preferences may have been used in the past, embedding comprehensive local preference guidelines into the formal municipal procurement policy will provide clarity and incentivize local businesses.

MOTION:	Direct staff, working with the Town Attorney, to research and evaluate local preference program options from comparable jurisdictions, address specific data points (solicitation counts, state/federal funding share, and staff capacity), and return to Council at the November meeting with proposed options before drafting an ordinance.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel

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

APPROVAL OF DESIGN-BUILD CONTRACT AMENDMENT NO.3- JOHNSON SLOUGH PROJECT

Mr. Croce and Brian McGarity of Superior Construction presented Amendment No. 3 for the Johnson Slough Project design-build contract, establishing a Guaranteed Maximum Price (GMP) of $13,999,561.67.

The project involves replacing aging infrastructure with three bridges (Nelson, Plainfield, and Nelson South). Superior Construction submitted 90% design plans to the St. Johns River Water Management District (SJRWMD) incorporating prior comments, with final comments expected by October 11.

Attorney Hodges advised that the contract text did not explicitly contain a contingency allowing the Town to exit if SJRWMD fails to grant the permit, recommending an amendment to protect the Town.

Council members raised concerns over the total project cost, timing, potential market/legislative shifts, and future infrastructure risks.

MOTION:	Approve and execute Amendment No. 3 to the Design-Build Services Contract with Superior Construction Company Southeast LLC in the amount of $13,999,561.67, subject to lawfully appropriated funds and contingent upon successfully obtaining the required permit from the St. Johns River Water Management District.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Benefield, Anderson
NAYS:	Vogel, Taylor

MOTION:	To direct Town Attorney Hodges to draft Resolution No. 25-26 memorializing the approved contract amendment with the permit contingency.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Benefield, Anderson
NAYS:	Vogel, Taylor

RESOLUTION NO. 24-26: LOAN CLOSING AND LOAN AGREEMENT WITH WEBSTER PUBLIC FINANCE CORPORATION, A SUBSIDIARY OF SANTANDER BANK, N.A. FOR THE JOHNSON SLOUGH PROJECT

Mr. Villanueva and Mickey Johnston (Public Resources Advisory Group) presented details for a $14,049,750 bank loan with Webster Public Finance Corporation (subsidiary of Santander Bank, N.A.) to fund the Johnson Slough Project. The loan terms feature a fixed 4.84% interest rate (valid through October 31), a 20-year term, interest-only payments for the first two years, and no prepayment penalty for applying the expected $7 million Florida DEP resiliency grant in year three to reduce principal. Ad valorem taxes will not be used. Debt service will be covered using non-ad valorem revenues, including stormwater fees, gas taxes (Fund 302), and infrastructure sales tax funds (Fund 306). Estimated professional and closing fees total approximately $50,000. Closing is targeted for October 22. Staff was directed to verify the 14-day permit challenge window and explore moving the loan closing date toward late October to ensure SJRWMD permit finality prior to closing.

MOTION:	Approve Resolution No. 24-26 authorizing the loan agreement and closing with Webster Public Finance Corporation in the amount of $14,049,750 for Capital Improvement Revenue Note, Series 2026.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Benefield, Anderson
NAYS:	Vogel, Taylor

TOWN MANAGER REPORTS

Mr. Goble discussed an invitation to the Clay County America 250 celebration scheduled for October 14th from 9:00 AM to 5:00 PM. He noted a specific request for attendance at 2:50 PM for a historic signing taking place at the historic triangle, as requested by Mr. Wanamaker. Members confirmed their plans to attend, and no formal RSVP was required.

TOWN ATTORNEY REPORTS

Attorney Hodges had nothing to report.

COUNCILMEMBER REPORTS/COMMENTS

Councilman Vogel requested a return to including packet verification checkboxes indicating review by the Town Attorney and Finance Director. He expressed appreciation for the Council's civil dynamic and thankfulness for the public and Superior Construction. He promoted the Farmer's Market and the upcoming Fall Festival on October 17th–18th and advised residents to remain cautious regarding weather in the Gulf.

Councilman Taylor expressed support and good wishes for Superior Construction on the Johnson Slough Project, noting he supported the project despite preferring a lower cost. He thanked the Mayor and Vice-Mayor for guiding the meeting and encouraged everyone to attend the Fall Festival.

Councilman Anderson shared his experience participating as a deputy for a day with the Clay County Sheriff's Office, expressing gratitude to Sheriff Cook and praising law enforcement personnel. He highlighted the Kentucky Derby-themed fundraiser for Mercy Services (ending October 15th) and noted leadership changes at Quigley House, encouraging community involvement.

Vice-Mayor Benefield reaffirmed confidence in the Council's approval of the Johnson Slough Project following years of studies, expressing hope that it will prevent roadway flooding and enhance property values.

Mayor Sandlin thanked Council members and Town staff (Town Manager, Finance Director, Public Works Director, and Town Clerk) for their collaborative work on Town projects. She recognized Breast Cancer Awareness Month and Domestic Violence Awareness Month, encouraging support, awareness, and education for both men and women affected.

ADJOURNMENT

Mayor Sandlin adjourned the meeting at 9:20 p.m.

Item No. 8.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	October 20, 2026
Submitting Department:	Public Works

Item Title: FDEP SRF Supplemental Appropriation (Hurricanes Helene and Milton) – Wastewater Collection System Resiliency and Hardening Upgrades Project (Project No. WW10013)

i. Approval of Clean Water State Revolving Fund (SRF) Loan Agreement
ii. Approval of Professional Engineering Services Agreement with CPH Consulting, LLC
iii. Approval of Work Order No. 1 with CPH Consulting, LLC for the Planning Phase

Check one:

[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: SRF Loan Terms: The FDEP Clean Water SRF SA-HM program provides financing at a 0% interest rate with 50% debt forgiveness (principal forgiveness). Repayment for the remaining 50% non-forgiven portion does not begin until project completion.

Planning Phase Work Order: $100,000 for Work Order No. 1 (Planning Phase) will be covered under the SRF planning/design loan proceeds and is consistent with the Town's 5-Year Capital Improvement Program (CIP) budget.

Background Information: ITEM SUMMARY

The Town of Orange Park was shortlisted by the Florida Department of Environmental Protection (FDEP) for supplemental appropriation funding under the Clean Water State Revolving Fund (SRF) Supplemental Appropriations for Hurricanes Helene and Milton (SA-HM) program. The program provides funding for critical infrastructure upgrades to the Town's wastewater collection and treatment systems impacted by recent severe storm events. These capital improvements are identified in the Town's 5-Year Capital Improvement Program (CIP).

To advance this project, the Town needs to take three core legislative and administrative actions:

1. Approve the FDEP Clean Water State Revolving Fund Loan Agreement (up to $13,325,000 at a 0% interest rate with 50% debt forgiveness).
2. Approve the Master Agreement for Professional Engineering Services with CPH Consulting, LLC, following a competitive procurement selection under the Consultants' Competitive Negotiation Act (CCNA), Florida Statutes § 287.055.
3. Approve Work Order No. 1 with CPH Consulting, LLC for the initial Planning Phase of the project.

BACKGROUND & PROJECT HISTORY

March 3, 2026 – Resolution No. 10-26:
TThe Town Council approved Resolution No. 10-26, authorizing the Town to submit an application to the FDEP SRF SA-HM program for Project No. WW10013 in an amount up to $13,325,000. The resolution established net Water and Sewer Fund revenues as pledged security.

March 17, 2026 – Ordinance No. 05-26 (First Reading):
Town Council reviewed Ordinance No. 05-26 on first reading. Staff noted that the $13.325 million SRF loan acts as a strategic funding mechanism, featuring a 0% interest rate and 50% principal debt forgiveness.

April 21, 2026 – Ordinance No. 05-26 (Second Reading & Adoption):
The Town Council formally adopted Ordinance No. 05-26, approving the formal borrowing of funds from FDEP for Project No. WW10013.

Consultant Procurement (CCNA Selection):
The Town advertised an RFQ for Professional Engineering Services for the SA-HM Collection System Resiliency and Hardening Upgrades. Following competitive evaluation under CCNA guidelines, the Selection Committee ranked CPH Consulting, LLC as the most qualified consultant, and staff now recommends Council approval of the master agreement and initial planning work order.

Action Requested:

1. **Approval of FDEP SRF Loan Agreement:** *Motion to approve the State of Florida Department of Environmental Protection and Town of Orange Park, Florida Clean Water State Revolving Fund Planning, Design, and Construction Loan Agreement in the amount of up to $13,325,000, utilizing State funding at a 0% interest rate and 50% debt forgiveness, and authorize execution of the agreement.*
2. **Approval of Professional Engineering Services Agreement:** *Motion to approve the Master Agreement for Professional Engineering Services with CPH Consulting, LLC for the FDEP SRF Supplemental Appropriation for Hurricanes Helene and Milton (SA-HM) Collection System Resiliency and Hardening Upgrades Project (Project No. WW10013).*
3. **Approval of Work Order No. 1 (Planning Phase):** *Motion to approve Work Order No. 1 with CPH Consulting, LLC for Professional Services covering the Planning Phase of the FDEP SRF SA-HM Collection System Resiliency and Hardening Upgrades Project.*

Information Attached:
Council Brief
Previous Council Minutes
Sewer/Wastewater CIP Projects
Loan Agreement
CPH Consulting Contract
SAMPLE SAHM RFQ â€" Engineering Services
Selection Committee Meeting Minutes
WW100130 CCNA Certification for SRF
Engineering Services Agreement - CPH - Orange Park SRF SAHM Collection System - Planning Phase

TOWN OF ORANGE PARK

Supplemental Appropriation for Helene and Milton (SAHM) - Collection System Resiliency & Hardening Upgrades Administered by the FDEP State Revolving Fund (SRF)

A ONE-TIME HURRICANE MILTON FUNDING OPPORTUNITY FOR WASTEWATER IMPROVEMENTS THE TOWN ALREADY NEEDS

$13.3M	50% / $6.6M / Grant	50% / $6.6M / 0% Interest
TOTAL PROJECT	PRINCIPAL FORGIVENESS	REPAYABLE PRINCIPAL

Every $1 the Town finances through SAHM is matched by $1 of Principal Forgiveness.

1. THE TOWN ALREADY HAS THE NEED

These are established wastewater infrastructure needs. Orange Park has included these improvements in its Capital Improvement Plans for years: lift station rehabilitation, sewer relining and repair, telemetry/SCADA, manhole rehabilitation, and emergency generators.

CURRENT 5-YEAR CIP	FULL SAHM PROJECT
Approx. $6.7M in directly overlapping wastewater needs	$13.3M total project
Town funds these needs over time from local resources	$6.6M Town share + $6.6M Principal Forgiveness (0% Interest)

The Town is already planning to spend roughly the same amount locally over five years as the full SAHM repayable share. SAHM allows roughly the same level of local investment to deliver roughly twice the infrastructure.

2. WHAT THE PROJECT DELIVERS

- SCADA modernization at all 25 municipal lift stations.
- Emergency backup power at lift stations without reliable emergency power.
- Rehabilitation of aging and flood-prone lift stations.
- Targeted sewer rehabilitation and I/I reduction in known problem areas.

Hurricane Milton demonstrated why these investments matter. The Town experienced extended power outages, SCADA communication failures, infiltration, collection-system surcharging, and sanitary sewer overflows. The project also supports the Town's ongoing response to its active FDEP Consent Order related to SSOs.

3. THIS PROCESS DID NOT START TODAY

The Town has already taken this project through the SRF application process. Council previously authorized the application path, and the submitted package included an authorizing resolution, legal opinion, pledged revenue documentation, financial projections, and the full Planning/Design/Construction project scope.

The Town Attorney's March 2026 legal opinion specifically described the proposed $13.325 million financing and the same SCADA, generator, lift station rehabilitation, and sewer rehabilitation improvements now reflected in the proposed loan agreement.

4. WHY THIS FUNDING IS UNIQUE

This is not a normal annual SRF opportunity. It exists because Congress provided a special supplemental appropriation for Hurricanes Helene and Milton, administered in Florida through FDEP for affected communities. Orange Park documented Hurricane Milton impacts and secured a $13.3 million Planning/Design/Construction allocation under that disaster-specific funding pool.

Orange Park is receiving a combination of subsidy and project capacity that is materially better than what it could expect through the regular CWSRF program today. The Town's base-program Principal Forgiveness eligibility would be substantially lower than 50% (0%-20%), and current regular-program funding availability is more constrained than the hurricane-specific SAHM allocation that produced this $13.3 million opportunity.

SRF is already one of the strongest financing tools available for utility infrastructure. SAHM is materially better than the base program available to Orange Park because it combines 50% Principal Forgiveness with a large project allocation and 0% financing.

50% PF	Orange Park would not receive this level of Principal Forgiveness through the regular/base program under its current population and median-household-income figures.
$13.3M capacity	Regular SRF funding is now being distributed across smaller project amounts. A project allocation of this size is materially harder to obtain through the base program today.
One-time source	There is no guarantee that Orange Park could return later and obtain either this 50% PF structure or this level of project funding for the same work.

5. HOW THE FINANCING PROTECTS TOWN CASH FLOW

50% Principal Forgiveness	Half of eligible SAHM project costs are forgiven; the Town repays the other half.
0% financing	The repayable share carries no interest under the current agreement.
20-year term	Repayable costs are spread over time instead of requiring a large upfront draw on cash or reserves.
Semiannual payments	Debt service is paid twice each year.
Pay only for what is used	The Town repays eligible project costs actually financed and disbursed, not the full authorization simply because it is available.
No prepayment penalty	The Town may retire SRF debt early without a DEP prepayment penalty.
Phased funding	Planning is funded first; Design and Construction are added by amendment as the project progresses and DEP confirms eligibility.

6. THE FINANCIAL CHOICE

The Town already has these capital needs. SAHM allows Orange Park to complete substantially more of them now, preserve cash and reserves, and shift half of the eligible project cost away from local ratepayers.

WITHOUT SAHM	WITH SAHM
Same wastewater needs remain	Same wastewater needs are addressed
Town ultimately bears substantially more of the cost	50% of eligible costs are forgiven
Projects continue to compete annually for limited CIP dollars	Improvements can be advanced as one coordinated program
Greater reliance on cash, reserves, rate increases, or future borrowing	0% financing and a 20-year term preserve cash flow
Future SRF subsidy and project capacity are uncertain	50% PF and a $13.3M project opportunity are already secured through SAHM

DECLINING THE AWARD DOES NOT ELIMINATE THE NEED - IT ELIMINATES THE SUBSIDY.

The special opportunity is not the work; it is the way the Town can finance the work. SAHM lets Orange Park complete substantially more infrastructure now, preserve cash and reserves, and shift half of the eligible project cost away from local ratepayers.

7. WHAT COUNCIL IS AUTHORIZING NOW

Council is not borrowing the full $6.6 million on October 20.

The current agreement makes only the $100,000 Planning Phase available: $50,000 Principal Forgiveness and $50,000 repayable. Design and Construction remain contingent and are added by amendment after DEP accepts Planning and confirms SAHM eligibility.

October 20 keeps the overall $13.3 million opportunity alive and authorizes the Town to begin the required Planning Phase.

STAFF'S AND ENGINEER'S RECOMMENDATION

To preserve the opportunity and meet DEP's November 15, 2026 initial Planning submittal deadline:

1. **Execute the SRF SAHM Loan Agreement**
2. **Approve the $100,000 Planning Phase Work Order**
3. **Complete the CCNA Certification**

BOTTOM LINE

Orange Park already has these wastewater infrastructure needs and has planned to invest local dollars toward addressing them. SAHM allows the Town to leverage approximately $6.6 million in local repayment into $13.3 million in improvements, with 50% Principal Forgiveness, 0% interest, and a 20-year repayment term.

This is a one-time funding opportunity that will not be available again. Declining the award does not eliminate the infrastructure needs, but it risks losing $6.6 million in Principal Forgiveness and requiring substantially greater local investment or less favorable financing in the future.

RECOMMENDATION: Approval of the SAHM Loan Agreement and Planning Phase authorization is strongly recommended to preserve this funding opportunity, advance critical wastewater improvements, and minimize the long-term financial burden on the Town and its ratepayers.

allocated, officials noted that the upgraded model year and the use of an established state contract justify the adjustment.

Council members questioned the impact of the six-month delay on vehicle trade-in values for units 33, 57, and 59. While exact values are pending a re-inspection, staff anticipates the trade-ins will cover a significant portion of the funding gap, with the remainder sourced from departmental operating funds.

MOTION:	To approve the purchase of two (2) Ford F150 Crew Cab STX Trucks and one (1) 2026 Ford F150 Supercrew 4x4XL Truck through Beck Ford Government Fleet program utilizing the Tallahassee Vehicle Contract #5180 and the trade-ins of Units #33, 57 & 59.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

RESOLUTION NO. 10-26: AUTHORIZING THE TOWN TO SUBMIT AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE REVOLVING FUND SUPPLEMENTAL APPROPRIATION (HURRICANES HELENE AND MILTON) – SYSTEM RESILIENCY AND HARDENING UPGRADES PROJECT

The Town Manager introduced Resolution 10-26, which authorizes the Town to apply for the Florida Department of Environmental Protection (FDEP) State Revolving Fund. This program offers 0% interest loans with 50% principal forgiveness for water and sewer resiliency projects following Hurricanes Helene and Milton. Legal counsel clarified that while this resolution starts the application process to meet deadlines, the Town Charter requires a future ordinance to formally borrow the funds.

Council members expressed support for the "interest-free, halfway paid" credit line but voiced caution regarding long-term debt accumulation. The Public Works and Finance directors noted that repayment typically begins only after project completion, and a full list of existing FDEP obligations will be included in the application.

MOTION:	To approve Resolution No. 10-26.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

REVIEW OF PROPOSED CHANGES TO THE COUNCIL STANDING RULES

Mayor Anderson had a speaker card.

Sherri Snow expressed strong opposition to the cumulative 22% rate increase, citing the financial burden on senior citizens and those on fixed incomes. She questioned the long-term fiscal management of the Public Works department and criticized the use of utility funds for salary increases. Finally, she urged the Council to seek alternative revenue streams, such as charging for reclaimed water, rather than relying on residents to cover the deficit.

Susana Thompson reminded the Council of their fiscal responsibility to taxpayers, noting that many residents are on fixed incomes and are already struggling with recent property tax increases. She encouraged the Council to apply the principles of fiscal conservatism taught by the Florida League of Cities by prioritizing spending cuts over rate hikes. Additionally, she suggested that staff should revisit the budget numbers and departmental charges, questioning why significant financial changes are being proposed in March after the Council spent the summer months finalizing the budget.

Eugene Nix criticized the proposed 22% cumulative rate increase, arguing that the Town should cut "top-heavy" personnel and administrative spending instead of raising fees. He specifically questioned using utility funds to subsidize the general fund through PILOT transfers, labeling it an indirect tax used to balance a budget that exceeds the Town's means. Staff clarified that the immediate first-year increase is a total of 8%, aimed at addressing a depleting enterprise fund while incorporating $3 million in planned budget cuts.

Desiree Allen expressed strong support for the Town's longevity but called for a rigorous evaluation of employee productivity to offset rising costs. She praised knowledgeable utility workers but criticized perceived inefficiency among some staff, suggesting that "time on task" assessments could identify savings to help residents who struggle with high base utility charges. She urged the Council to prioritize essential services and ensure that all personnel are actively earning their salaries before asking the public to pay higher rates.

Council members expressed frustration that the need for these adjustments was not identified sooner, noting that the decade-long lack of incremental increases created the current deficit. Vice-Mayor Sandlin and Councilman Vogel raised concerns regarding the impact on residents on fixed incomes, with the Council ultimately requesting a financial analysis of a lower 5% initial increase. The discussion concluded with staff being directed to provide updated data on more gradual implementation options and potential additional cost-cutting measures for the upcoming budget season.

ORDINANCE NO. 05-26 (FIRST READING AND DISCUSSION ONLY): APPROVING AND AUTHORIZING THE TOWN TO BORROW FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN FUND PROGRAM FOR POINT SOURCE WATER POLLUTION CONTROL

The Council reviewed Ordinance 05-26, which authorizes the Town to apply for the State Revolving Fund (SRF) loan program through the Florida Department of Environmental Protection. Mr. Taylor clarified that this is not an immediate $13.2 million debt, but rather a strategic "equity line of credit" that provides access to funds for water and sewer projects already planned for the

next several years. The program is particularly advantageous as it offers 0% interest and a 50% principal forgiveness (reimbursement) rate, allowing the Town to complete million-dollar projects while only paying back half the cost.

During the discussion, staff emphasized that using these state funds allows the Town's existing cash reserves to remain in the bank and earn interest while tackling necessary infrastructure improvements. In response to Council inquiries, the Town Manager noted that while combining these funds with other grants would depend on specific grant parameters, the SRF program represents a "stodgy and studious" use of debt to save taxpayer money on long-term capital projects.

MOTION:	For a first reading, by title only, of Ordinance No. 05-26.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Ms. Russo read the ordinance, by title only, into the record:

> AN ORDINANCE APPROVING AND AUTHORIZING THE TOWN OF ORANGE PARK, FLORIDA, TO BORROW FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN FUND PROGRAM FOR POINT SOURCE WATER POLLUTION CONTROL; ADOPTING FINDINGS; AUTHORIZING BORROWING OF FUNDS AND LOAN APPLICATION IN THE PRINCIPAL AMOUNT OF $13,325,000.00; ESTABLISHING PLEDGED REVENUES FROM THE WATER AND SEWER FUND; AUTHORIZING EXECUTION OF LOAN DOCUMENTS; AUTHORIZING THE TOWN ATTORNEY TO PROVIDE A LEGAL OPINION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The Council further clarified the nature of Ordinance 05-26, emphasizing that the $13.3 million serves as a contingency rather than an immediate debt. Mr. Taylor confirmed that the Town is not obligated to borrow the full amount and will only draw funds on a project-by-project basis. If no qualifying projects are initiated, no funds are borrowed, and no debt is incurred.

A specific example was discussed involving a hypothetical $500,000 culvert project: by utilizing this program, the Town would borrow the full amount at 0% interest but would only be required to repay $250,000 due to the 50% principal forgiveness. This strategy allows the Town to address critical water and pollution control infrastructure while effectively doubling the impact of its available capital.

ORDINANCE NO. 05-26 (SECOND READING AND PUBLIC HEARING): APPROVING AND AUTHORIZING THE TOWN TO BORROW FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN FUND PROGRAM FOR POINT SOURCE WATER POLLUTION CONTROL

The Town Manager explained that this application provides access to SAHM monies, featuring a 50% reimbursement and 0% interest rate. Under the terms of the agreement, repayment would only begin once specific projects are completed. It was noted that a list of eligible projects has been compiled.

MOTION:	For a second reading, by title only, of Ordinance No. 05-26.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Ms. Russo read the ordinance, by title only, into the record:

> AN ORDINANCE APPROVING AND AUTHORIZING THE TOWN OF ORANGE PARK, FLORIDA, TO BORROW FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING LOAN FUND PROGRAM FOR POINT SOURCE WATER POLLUTION CONTROL; ADOPTING FINDINGS; AUTHORIZING BORROWING OF FUNDS AND LOAN APPLICATION IN THE PRINCIPAL AMOUNT OF $13,325,000.00; ESTABLISHING PLEDGED REVENUES FROM THE WATER AND SEWER FUND; AUTHORIZING EXECUTION OF LOAN DOCUMENTS; AUTHORIZING THE TOWN ATTORNEY TO PROVIDE A LEGAL OPINION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Anderson opened the public hearing. No one wished to speak, so the public hearing was closed.

Council members expressed strong support for this, highlighting the financial benefits of the 0% interest rate and 50% debt forgiveness. Mr. Croce clarified that the loan targets wastewater treatment and collection systems impacted by recent storms and aging infrastructure. Specific projects include upgrades to telemetry and SCADA systems across various lift stations, as well as repairs to mitigate stormwater infiltration. He noted that while these improvements align with the existing Capital Improvement Program (CIP), the funding allows for grouping projects to increase efficiency.

MOTION:	Approval of Ordinance No. 05-26.
RESULT:	**PASSED**
MOVED BY:	Sandlin
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

JOHNSON SLOUGH CULVERT AND ROADWAY IMPROVEMENT PROJECT UPDATE

Mr. Croce and Meri Beyer, from Jones Edmunds, presented a 90% design update on the Johnson Slough Culvert Roadway Improvement Project, emphasizing that a Guaranteed Maximum Price (GMP) is necessary by May 5th due to market volatility. The Council compared two options: a bridge construction (approx. $14.4M) and a culvert construction (approx. $12.9M), with staff recommending the bridge for its superior hydraulic capacity and 50-to-100-year service life. Discussion clarified that any design changes at this stage would require costly re-permitting and redesign fees. While some members expressed concern over the total cost, the Council consensus was to review the final GMP in May, noting that $7 million in state grants has already been secured to offset the budget.

TREE REMOVAL AND PRUNING SERVICES CONTRACTS APPROVAL

The Town Manager presented a proposal to enter into service agreements with three vendors, Big Branch Tree Service, Eagerton Tree Service, and Tronco Land and Tree Service, following a competitive bidding process involving five firms. This multi-contractor approach is designed to provide the Town with operational flexibility, with Big Branch serving as the primary vendor for bulk work while the others offer secondary support and emergency capacity. During the discussion, Mr. Croce clarified that the Town follows Environmental Quality Board (EQB) requirements for the removal of historic live oaks, noting that Public Works secures necessary approvals before contracting for removal.

MOTION:	Approval of entering into agreements with Big Branch Tree Company, Eagerton Tree Service and Tronco's Land and Tree Service.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Sandlin
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

LANDSCAPE MAINTENANCE CONTRACT AND TRANSITION

The Council discussed the landscape maintenance contract and a proposed transition to in-house operations. The Town Manager recommended a six-month contract extension with United Landscape Services through December 31, 2026, to allow for a transition period. The current contract costs approximately $178,000 annually, partially offset by $66,000 in FDOT funding. By

WATER & SEWER PROJECTS: PUBLIC WORKS-60		FY 2026/27 Thru 2030/31 CAPITAL IMPROVEMENT PLAN					
ACCOUNT NUMBER	PROJECT	26/27	27/28	28/29	29/30	30/31	BRIEF EXPLANATION
	Water Utility						
405-60-53300-46150	R&M - Fire Hydrant	20,500	20,500	25,000	25,000	25,000	Fire hydrant replacement program
405-60-53300-62000	Buildings	250,000	150,000	0	0	0	Construction of equipment storage building
405-60-53300-63016	Water Main Upgrades	200,000	200,000	300,000	500,000	600,000	Program to replace old water mains townwide. Projects will be coordinated with the streets capital budget projects under Sales & Gas tax funds
405-60-53300-63021	Replace Water Meters	145,000	150,000	100,000	85,000	20,000	Program to replace old water meters
405-60-53300-63022	Repair/Replace Water Line	100,000	40,000	40,000	40,000	40,000	This is a replacement program for old water services not identified in larger projects-Kingsley Crossing-West of RR Tracks - $100k (FY26-27); $40k (FY27-28 through FY30-31)
405-60-53300-63121	Isolation Valves	50,000	75,000	50,000	50,000	50,000	Install valves on water mains
405-60-53300-63126	Water Plant Improvements	100,000	100,000	100,000	100,000	80,000	Upgrades to critical components; SCADA-Data Flow Systems; valves, pumps, and sensors
405-60-53300-63157	Water Meter Transmitters	85,000	85,000	85,000	60,000	0	Install transmitter on water meters to allow meter reading utilizing drive-by technology
405-60-53300-63178	Installation of water main	300,000	0	0	0	0	Shaw to Miller to Fromhart $300k (FY26-27)
405-60-53300-64001	Vehicles	0	55,000	0	55,000	0	Replace pickup truck - $55k (FY27-28); Replace pickup truck - $55k (FY29-30)
	Sewer/Wastewater						
405-60-53500-62000	Buildings	250,000	150,000	0	0	0	Construction of equipment storage building
405-60-53500-63018	Manhole Improvements	100,000	100,000	100,000	100,000	100,000	Replace/rehabilitation/line program for leaking manholes
405-60-53300-63023	Repair/Replace Sanitation Sewer	0	325,000	10,000	200,000	10,000	Inspection and lining of aging sewer lines
405-60-53300-63122	Rehab Lift Stations	650,000	650,000	700,000	700,000	700,000	Rehabilitate aging lift stations
405-60-53500-65015	Sewer Relinings	300,000	300,000	300,000	300,000	300,000	Relining sewer mains at various areas around Town
405-60-53500-65016	Telemetry Connection For Lift Stations	50,000	50,000	50,000	50,000	50,000	Radio tower/card replacement - $50k (FY26-27 through FY30-31)
405-60-53300-63131	Emergency Generators-Lift Stations	60,000	60,000	60,000	60,000	60,000	Provide critical emergency power to lift stations during power outages
405-60-53500-63127	Sewer Plant Improvements	60,000	60,000	60,000	100,000	60,000	Various improvements to the Sewer Plant
405-60-53500-63148	New WasteWater Filters	50,000	0	0	50,000	0	Replace WW filters FY26-27; FY29-30 - $50k each
405-60-53500-52023	Extend Sewer Service	0	20,000	20,000	20,000	0	Expand system to properties currently not served with water
405-60-53500-65024	New Wastewater Mixers	30,000	0	30,000	0	0	Replace existing mixers $30k (FY26-27) & (FY28-29)
405-60-53500-65025	New Blowers	100,000	100,000	100,000	100,000	0	Replace blowers - $100k (FY26-27 through FY29-30)
405-60-53500-63171	Replace Bar Screen	100,000	0	0	0	0	Replace barscreen - $100k (FY26-27)
405-60-53500-65028	Tank Rehab	550,000	0	600,000	0	600,000	A re-conditioning of the 20-year old holding tank. The project includes cleaning, sandblasting, repairing damaged areas, inspecting systems, air and sanitary piping and system, and re-configuration for maximum performance.
405-60-53500-64000	Machinery & Equipment	45,000	0	30,000	0	0	Composite sampler - $30 (FY26-27 & FY28-29); Replace Gator - $15k (FY26-27)
405-60-53500-64001	Vehicles	0	0	55,000	0	55,000	Purchase dump truck - $55k (FY28-29); Purchase pickup truck - $55k (FY30-31)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

TOWN OF ORANGE PARK, FLORIDA

CLEAN WATER STATE REVOLVING FUND
PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT
WW100130

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND PLANNING, DESIGN, AND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND

PLANNING, DESIGN AND CONSTRUCTION LOAN AGREEMENT

WW100130

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF ORANGE PARK, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.1835, Florida Statutes (F.S.) and Chapter 62-503, Florida Administrative Code (FAC), the Department is authorized to make loans to finance the planning, design and construction of wastewater pollution control facilities; and

Executive Order No. 24-208, amended by Executive Order No. 24-209, and Executive Order No. 24-214, amended by Executive Order No. 24-215, declared a state of emergency in Florida due to Hurricane Helene which made landfall on September 26, 2024, and Hurricane Milton which made landfall October 9, 2024. The Department adopted Emergency Final Order OGC No. 24-2534 and OGC No. 24-2580 to address such emergency conditions; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets requirements for a Loan and Principal Forgiveness to address immediate health and safety needs attributed to Hurricanes Helene and Milton.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this planning, design, and construction loan agreement.

(2) "Asset Management Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), FAC.

(3) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Construction" shall mean the work defined in the approved plans and specifications, that is competitively procured and includes the Department's supplementary conditions and additional federal conditions.

(5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) "Design Activities" shall mean the work that will result in biddable, permittable plans and specifications for an eligible construction project, as defined in the accepted facilities plan. Activities such as surveys, geotechnical evaluations, predesign studies, and environmental assessments are eligible and included within this definition.

(7) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(10) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(11) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(12) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(13) "Loan Application" shall mean the completed Department approved CW form application 1 which provides all required information to support obtaining planning, design, and construction loan financial assistance.

(14) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(15) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Local Government.

(16) “Local Governmental Entity” means a county, municipality, or special district.

(17) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(18) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(19) “Planning Activities” shall mean the planning or administrative work necessary for the Local Government to submit a facilities plan for review and acceptance from Clean Water State Revolving Fund. Required documentation is described in Subsection 62-503.700(2), FAC.

(20) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(21) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(22) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to plan, design, and construct the Supplemental Appropriation for Hurricanes Helene and Milton collection system resiliency and hardening upgrades.

(23) “Semiannual Loan Payment” shall mean the payment due from the Local Government to the Department at six-month intervals.

(24) “Sewer System” shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(25) “Technical Services” shall mean project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, overall construction coordination and supervision, and other activities deemed necessary for the construction of a project.

(26) “Utility System” shall mean all devices and facilities of the Water System and Sewer System owned by the Local Government.

(27) “Water System” shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, design, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, FAC, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its

bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Loan disbursement receipts.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the F.S., the Local Government shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to complete the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason planning, design, and construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, including State Match Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
SL-06D01826-0	EPA	66.468	Clean Water State Revolving Funds	$100,000	140131

(2) Audits.

(a) In the event that the Local Government expends $1,000,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit or program specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

(c) If the Local Government expends less than $1,000,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than $1,000,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/faWWeb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and

shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property or necessary approvals sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee planning, design and construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. Should the Local Government choose to sell, lease or dispose of any part of the Utility System, Principal Forgiveness funding may be rescinded, and repayment may be required.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

This Agreement allows for funds to be disbursed to the Local Government for allowable invoiced costs, under the provisions of 215,971(1)(h), F.S. Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for payment of the construction costs incurred. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the following disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

The Department will review the submitted disbursement request to verify that documentation, as described above, is complete and accurate. Upon review and written acceptance by the Department, the disbursement request may be processed.

Requests by the Local Government for disbursement of funds for tasks identified in the project cost table shall be made using the Department's disbursement request form, no more frequently than monthly.

4.09. ADVANCE PAYMENT.

The Department may provide an advance to the Local Government, in accordance with Section 216.181(16)(b), F.S. Such advance will require written request from the Local Government, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Local Government must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Local Government shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Local Government shall be required to provide a written acknowledgement to the Department of the Local Government's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Local Government shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by

law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.15, below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection and cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(3) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. RESERVED.

8.12. ASSET MANAGEMENT PLAN.

Subsection 62-503.700(7), FAC encourages Loan recipients to implement an Asset Management Plan to promote long term sustainability of the system.

The plan must include each of the following elements: i) identification of all assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of

population growth and wastewater or stormwater flow projections, as applicable, for the Local Government's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; and industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility, if the Local Government transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.

8.13. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us**, or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.14. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating

the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.

(f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $100,000. Of that, the estimated amount of Principal Forgiveness is $50,000. The estimated principal amount of the Loan to be repaid is $50,000.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is $2,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount; that is, two percent of $100,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $2,600 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan Interest also shall be

computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on November 15, 2027 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of $52,000, which consists of the Loan principal plus the Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Local Government agrees to the following estimates of Project costs:

TASKS	APPROVED PROJECT COSTS ($)	CONTINGENT PROJECT COSTS
Planning Activities	100,000	0
Design Activities	0	1,450,000
Construction and Demolition	0	10,250,000
Contingencies	0	1,025,000
Technical Services After Bid Opening	0	470,000
Asset Management Plan	0	30,000
SUBTOTAL (Disbursable Amount)	100,000	13,225,000
Less Principal Forgiveness	(50,000)	(6,612,500)
TOTAL (Loan Principal Amount)	50,000	6,612,500

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on November 12, 2025. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Initial submittal of Planning Activities is scheduled for no later than November 15, 2026.

(3) Completion of Planning Activities is scheduled for May 15, 2027. Planning Activities must be approved by the Department before funding for Design Activities is available.

(4) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than May 15, 2027.

(5) The first Semiannual Loan Payment in the amount of $2,600 shall be due November 15, 2027.

10.08. SPECIAL CONDITIONS.

(1) Prior to execution of this Agreement, the Local Government must submit the following items:

(a) A signed contract between the engineering consulting firm and the Local Government with specific details of the Planning Activities to be completed; and

(b) A completed Consultants' Competitive Negotiation Act form.

(2) The Local Government understands and agrees by execution of this Agreement that funding for Design and Construction is contingent upon acceptance of the Planning Documentation, as defined by subsection 62-503.700(2) FAC, as well as acceptance of project eligibility under the American Relief Act, 2025 (P.L. 118-158) and documentation of hurricane impact directly related to the wastewater system.

(3) The Local Government agrees by execution of this Agreement to the terms and conditions as required by the American Relief Act, 2025 and will ensure contracts whether directly entered into with the Local Government or through subcontracts, incorporate the required provisions of the law into the Project.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW100130 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
TOWN OF ORANGE PARK

_____
Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____ _____
Town Clerk Town Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

CONTRACT FOR PROFESSIONAL SERVICES
(State Revolving Fund Loan Supplemental Appropriations
for Hurricanes Helene and Milton (SA-HM))

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Agreement") made and entered into as of this **20th** day of **October 2026** 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 "Buyer") and **CPH CONSULTING, LLC**, a Delaware limited liability company having its principal office at 500 W Fulton St., Sanford, FL 32771 (hereinafter referred to as the "Consultant" or "Contractor").

WITNESSETH:

WHEREAS, the Consultant has offered to provide professional services that shall conform to the Town's Request for Qualifications (RFQ) for State Revolving Fund Loan Supplemental Appropriations for Hurricanes Helene and Milton (SA-HM, all associated addenda and attachments, incorporated herein by reference, and the requirements of this Agreement; and,

WHEREAS, the Consultant has submitted a qualification package in response to RFQ NO. 03-2026, which is incorporated herein by reference; and,

WHEREAS, the Town has selected Consultant to perform services in accordance with the Town's Purchasing Policies and the Consultant's Competitive Negotiation Act (CCNA) (Florida Statutes 287.055); and

WHEREAS, the Town desires to procure professional services from the Consultant for the Town, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 *Scope*

A. Consultant shall perform the professional services described in the RFQ, subject to the terms and conditions therein. Consultant's services will be detailed in a duly executed Work Order the Project. The Work Order will indicate the scope of services and specific works and functions to be performed and deliverables to be provided.

B. The general format of a Work Order is shown in Attachment 1 to this Agreement.

C. This Agreement is not a commitment by Town to Consultant to issue any Work Orders.

D. Consultant shall not be obligated to perform any prospective Work Order unless and until Town and Consultant agree as to the particulars of the Specific Project, Consultant's services, Consultant's compensation, and all other appropriate matters.

E. Any terms in the Consultant's RFQ qualifications response that conflict with or are prohibited under this Agreement and the RFQ shall not be included in this Agreement and shall be void and of no force or effect.

F. Consultant acknowledges and agrees that this Agreement is subject to the requirements of Section 287.055(2)(g)1, Florida Statutes. In performing any work under this Agreement, Consultant shall not perform work on projects in which the estimated construction cost of the project exceeds the maximum limitation in Section 287.055(2)(g)1, Florida Statutes.

1.02 *Work Order Procedure; Recitals*

A. Town and Consultant shall agree on the scope, time for performance, and basis of compensation for Work Order. Each duly executed Work Order shall be subject to the terms and conditions of this Agreement.

B. Consultant will commence performance as set forth in the Work Order.

C. The recitals above are true and correct and incorporated herein by this reference.

ARTICLE 2 – TOWN'S RESPONSIBILITIES; MAXIMUM INDEBTEDNESS

1.01 *General*

A. Town shall pay Consultant as set forth in **Exhibit A**.

B. Town shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Town to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

C. The Town's maximum indebtedness for the Services under this Contract shall not exceed the fixed monetary amount of Three Hundred Thousand Dollars and 00/100 ($300,000.00), subject to annual available and lawfully appropriated funds.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Work Orders issued hereunder for three (3) years from the Effective Date of the Agreement.

B. Provided Consultant is not in breach of this Agreement or this Agreement is not terminated, the Town, in its sole discretion, may renew this Agreement for up to two (2) additional twenty-four-month (24) terms. Each renewal shall be under the same terms and conditions of this Agreement.

3.02 *Times for Rendering Services*

A. The times for performing services or providing deliverables will be stated in each Work Order. If no times are so stated, Consultant will perform services and provide deliverables within a reasonable time.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

C. If Town authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Consultant's services, and amounts of Consultant's compensation, shall be adjusted equitably.

D. Town shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.

E. If Consultant fails, through its own fault, to complete the performance required in a Work Order within the time set forth, as duly adjusted, then Town shall be entitled to the recovery of damages resulting from such failure.

ARTICLE 4 – PAYMENTS TO CONSULTANT

4.01 *Invoices*

A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with the terms of **Exhibit A** and the specific Work Order. Consultant shall submit its invoices to Town on a monthly basis. Invoices are due and payable within 45 days of receipt in accordance with the Prompt Pay Act provisions in Chapter 218, Part VII, Florida Statutes.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standards of Performance*

A. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. Town shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical

accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Town-furnished information.

C. Consultant may employ such subconsultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to advance approval by Town.

D. Subject to the standard of care set forth in Paragraph 5.01.A, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Consultant and Town shall comply with applicable Laws and Regulations and the Town-mandated standards that Town has provided to Consultant in writing. This Agreement is based on these requirements as of the Effective Date of each Work Order. Changes to these requirements after the Effective Date of each Work Order may be the basis for modifications to Town's responsibilities or to Consultant's scope of services, times of performance, and compensation.

F. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain within its services for that Specific Project. Town agrees not to make resolution of any dispute with Consultant or payment of any amount due to the Consultant in any way contingent upon Consultant signing any such certification.

5.02 *Use of Documents*

A. All Documents are instruments of service in respect to a Specific Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Specific Project is completed. Town retains an ownership and property interest in all Documents and shall be permitted to keep copies of all Documents without limitation. Town shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Consultant or one of its Consultants. Consultant acknowledges that all Documents are public records under Chapter 119, Florida Statutes (“the Public Records Act”).

B. A party may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. When transferring Documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such

Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Documents' creator.

D. Town may make and retain copies of Documents for information and reference subject to the following limitations: (1) Town acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Consultant, or for use or reuse by Town or others on extensions of the Specific Project or on any other project without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Town's sole risk and without liability or legal exposure to Consultant or its Consultants; Consultant acknowledges that all Documents are public records under Chapter 119, Florida Statutes (2016) ("the Public Records Act").

E. If Consultant, at Town's request, verifies or adapts the Documents for extensions of a Specific Project or for any other project, then Town shall compensate Consultant at rates or in an amount to be agreed upon by Town and Consultant.

5.03 *Insurance*

A. At all times when any Work Order is under performance, Consultant shall procure and maintain insurance as set forth in **Exhibit C**, "Insurance." Consultant shall cause Town to be listed as an additional insured on any applicable General Liability insurance policy carried by Consultant which is applicable to a Specific Project.

B. Consultant shall deliver certificates of insurance evidencing the coverages in the manner indicated in **Exhibit C**. Such certificates shall be furnished prior to commencement of Consultant's services under any Work Order and at renewals thereafter during the life of this Agreement.

C. Under the terms of any Work Order, or after commencement of performance of a Work Order, Town may request that Consultant or its subconsultants, at Town's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in **Exhibit C**. If so requested by Town, and if commercially available, Consultant shall obtain and shall require its subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Town.

5.04 *Suspension and Termination*

A. *Suspension*

1. By Town: Town may suspend a Work Order upon providing notice to Consultant.

2. By Consultant: If Consultant's services are substantially delayed through the fault of Town or Contractor, as mutually agreed to by the parties, Consultant may give written notice to Town of the delay and the reason for the delay. If the

Town does not cure the reason for delay within a reasonable timeframe of receipt of notice, Consultant may suspend services under a Work Order.

B. *Termination.* The obligation to provide further services under this Agreement, or under a Work Order, may be terminated:

1. For cause, by either party upon 30 days written notice in the event of a breach or substantial failure by the other party to perform in accordance with the terms of this Agreement or any Work Order through no fault of the terminating party.

Notwithstanding the foregoing, neither this Agreement nor the Work Order will terminate under Paragraph 5.04.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience by Town effective upon Consultant's receipt of notice from Town.

C. *Effective Date of Termination*. The terminating party under Paragraph 5.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to demobilize personnel and equipment from the Site, to complete Works whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted Works, and to assemble Work Order materials in orderly files.

D. *Payments Upon Termination*

In the event of any termination under Paragraph 5.04.B, Consultant will be entitled to invoice Town and to receive full payment for all services performed or furnished through the effective date of termination.

5.05 *Controlling Law and Venue*

A. This Agreement and any Work Orders created pursuant to this Agreement shall be governed by the laws of the State of Florida. Any litigation arising hereunder or related hereto shall be tried by the state courts for the County of Clay, Florida.

5.06 *Successors, Assigns, and Beneficiaries*

A. Subject to Paragraph 5.06.B below, Town and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Town and Consultant (and to the extent permitted by Paragraph 5.06.B, the assigns of Town and

Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither Town nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Town or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Town and Consultant and not for the benefit of any other party.

D. Consultant shall not sublet, transfer, or assign any services provided under a Work Order to a separate firm or individual without express written consent of Town.

5.07 *Intentionally deleted.*

5.08 *Environmental Condition of Site*

A. With respect to each Work Order, Specific Project, and Site:

1. Town shall disclose to Consultant in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

2. Town shall represent to Consultant that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Consultant, exist at the Site.

3. If Consultant encounters an undisclosed Constituent of Concern, then Consultant shall notify (a) Town and (b) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations.

4. It is acknowledged by both parties that Consultant’s scope of services does not include any services related to Constituents of Concern. If Consultant or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to

disclosed or undisclosed Constituents of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until Town retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern.

5.09 *Indemnification*

Consultant shall indemnify and hold harmless Town, and Town's officers, directors, partners, agents, consultants, and employees in accordance with **Exhibit C** attached hereto.

5.10 *Miscellaneous Provisions*

A. *Notices*. 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:	CPH Consulting, LLC 500 W Fulton St. Sanford, FL 32771 Attention: Jarrod Petrovich Phone: 904-278-0030 E-mail: jarrod.petrohovich@cphcorp.com

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

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

D. *Applicability to Work Orders.* The terms and conditions set forth in this Agreement apply to each Work Order as if set forth in the Work Order, unless specifically modified. In the event of conflicts between this Agreement and a Work Order, the conflicting provisions of the Work Order shall take precedence for that Work Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Work Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

E. *Non-Exclusive Agreement*. Nothing herein shall establish an exclusive relationship between Town and Consultant. Town may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Consultant may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.

F. *Intentionally deleted.*

ARTICLE 6 – DEFINITIONS

6.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Work Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Work Order, or in the following provisions:

1. *Agreement* – This "Continuing Contract between the Town of Orange Park and Consultant for Professional Services" including those Exhibits listed in Article 7 and any duly executed Work Order.

2. *Basic Services* – Specified services to be performed for or furnished to Town by Consultant in accordance with a Work Order.

3. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean

Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

4. *Consultants* – Individuals or entities having a contract with Consultant to furnish services with respect to a Specific Project as Consultant's independent professional associates, consultants, subcontractors, or vendors. The term Consultant includes Consultant's Consultants.

5. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in the construction and include the construction agreement between Town and Contractor, addenda (which pertain to the Contract Documents), Contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the construction agreement, the notice to proceed, the bonds, appropriate certifications, the general conditions, the supplementary conditions, the specifications and the drawings as the same are more specifically identified in the construction agreement, together with all written amendments, change orders, work change directives, field orders, and Consultant's written interpretations and clarifications issued on or after the effective date of the construction agreement. Approved shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

6. *Contractor* – An individual or entity with whom Town enters into a construction agreement.

7. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to Town pursuant to this Agreement.

8. *Drawings* – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

9. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

10. *Effective Date of the Work Order* – The date indicated in the Work Order on which it becomes effective, but if no such date is indicated, it means the date on which the Work Order is signed and delivered by the last of the two parties to sign and deliver.

11. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

12. *Record Drawings* – The Drawings as issued for construction on which Consultant, upon completion of the Work, has shown changes due to an amendment or amendments to a Work Order and other information which Consultant considers significant based on record documents furnished by Contractor to Consultant and which were annotated by Contractor to show changes made during construction.

13. *Reimbursable Expenses* – The expenses incurred directly by Consultant in connection with the performing or furnishing of services pursuant to a Work Order which are not reimbursable except as indicated in a Work Order.

14. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to Consultant to illustrate some portion of the Work.

15. *Specifications* – That part of the Contract Documents prepared by Consultant consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

16. *Specific Project* – An undertaking of Town as set forth in a Work Order.

17. *Work Order* – A document executed by Town and Consultant, including amendments if any, stating the scope of services, Consultant's compensation, times for performance of services and other relevant information for a Specific Project.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.01 *Exhibits.* The Exhibits attached hereto are incorporated herein by reference.

Included? (Yes or No)	Exhibit Letter	Exhibit Title
YES	A	Payments to Consultant for Services and Reimbursable Expenses
YES	B	Notice of Acceptability of Work (Form)
YES	C	Insurance and indemnification
YES	D	Amendment to Work Order (Form)
YES	E	Standard Addendum to all Contracts, Agreements, and Work Orders
YES	F	Additional Required Provisions

Included? (Yes or No)	Exhibit Letter	Exhibit Title
YES	G	Required Affidavits
YES		Attachment 1 – Work Order Form

7.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between Town and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Work Orders shall be in writing, based upon the format provided in Exhibit D, "Amendment to Work Order."

7.03 *Designated Representatives*

A. With the execution of this Agreement, Consultant and Town shall designate specific individuals to act as Consultant's and Town's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Town under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Work Order shall likewise designate representatives of the two parties.

The Town's designated representative is:

Kyle Croce

700 Ash St

Orange Park, FL 32073

kcroce@townop.com

The Consultant's designated representative is:

Jarrod Petrovich
Phone: 904-278-0030
E-mail: jarrod.petrohovich@cphcorp.com

7.04 *Public Records*

A. The Town of Orange Park is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by the Town in order to perform the service.

2. Upon request from the Town'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.

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

4. Upon completion of the contract, transfer, at no cost to the Town, all public records in possession of the Consultant, or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records in a format that is compatible with the information technology systems of the Town.

5. During the term of the contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Town's Finance Department. The Consultant agrees to make available to the Town's Finance Department, during normal business hours and in Brevard County, all books of account, reports and records relating to this contract.

6. PUBLIC RECORDS CUSTODIAN

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
2042 Park Avenue
ORANGE PARK, FL 32073
(904) 278-3018
crusso@townop.com

THE CONSULTANT ACKNOWLEDGES THAT THE TOWN OF ORANGE PARK CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONSULTANT WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONSULTANT FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE TOWN OF ORANGE PARK OR ITS TOWN ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONSULTANT HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONSULTANT ACKNOWLEDGES 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 PARAGRAPH *5.04 B. TERMINATION*.

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:

CPH CONSULTING, LLC, a Delaware limited liability company

_____
Print Name:_____
Title:_____

EXHIBIT A

Payments to Consultant for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – TOWN'S RESPONSIBILITIES

A.2.01 *Method of Payment*

A. Town shall pay Consultant for services in accordance with one or more of the following methods as identified in each Work Order:

1. Method A: Lump Sum (as work is completed)
2. Method B: Standard Hourly Rates
3. Method C: Hourly Rates Not to Exceed

A.2.02 *Explanation of Methods*

A. Method A - Lump Sum

1. Under Method A, Town shall pay Consultant a Lump Sum amount for the services detailed in a duly executed Work Order.
2. The Lump Sum will include compensation for Consultants services and services of subconsultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Consultant services will be based upon the proportion of the total services actually completed during the billing period to the Lump Sum. If the Town disagrees with the amount entered in a monthly bill, the Town may pay a lesser amount that the Town determines is a reasonable estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B - Standard Hourly Rates

1. Under Method B, the Town shall pay Consultant an amount equal to the cumulative hours charged to the Specific Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and subconsultant charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Consultant's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services shall be stated in the Work Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and subconsultant charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Consultant's subconsultant charges, if any.
6. When estimated compensation amounts have been stated in a Work Order and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give Town written notice thereof promptly thereafter Town and Consultant shall review the matter of services remaining to be performed and compensation for such services. Town shall either agree to such compensation exceeding said estimated amount or Town and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant so that total compensation for such services will not exceed said estimated amount when such services are completed. If Consultant exceeds the estimated amount before Town and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, the Consultant shall give written notice thereof to Town and shall be paid for all services rendered thereafter.

C. Method C - Hourly Rates Not to Exceed a Specified Amount

1. Under Method C, the Town shall pay Consultant an amount equal to the cumulative hours charged to the Specific Project by each class of Consultant" employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and subconsultant charges, if any. Notwithstanding the terms of this subparagraph, the amount paid to the Consultant shall not exceed the amount specified in the Work Order.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Consultant's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit as Appendices 1 and 2.
4. The total compensation for the specified category of services shall be stated in the Work Order. This total compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and subconsultant charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Consultant's subconsultant charges, if any.

A.2.03 REIMBURSABLE EXPENSES

Reimbursable expenses shall be paid at rates set forth in Appendix 2 to this Exhibit A unless an alternative schedule of rates is included and authorized in a Work Order.

A.2.04 SERVING AS A WITNESS

For services performed by Consultant's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding, Consultant shall be compensated at a rate of 1.0 times the witness's standard hourly rate. Compensation for subconsultants for such services will be by reimbursement of subconsultants' reasonable charges to Consultant for such services.

Appendix 1 to Exhibit A
Consultant's Standard Hourly Rates

Hourly Billing Rates

CPH Consulting, LLC proposes to provide professional engineering services for the Town of Orange Park utilizing the attached fully burdened hourly rate schedule. Rates include direct labor, overhead, and profit.

The attached Hourly Billing Rate Schedule, effective November 17, 2025, is hereby incorporated into this proposal and shall serve as CPH Consulting, LLC's schedule of fully burdened hourly rates for services provided under this contract.

HOURLY BILLING RATES

Effective: November 17, 2025

Category	Rate
Project Manager I	$215
Project Manager II	$245
Project Manager III	$270
Project Manager IV	$295
Project Manager V	$310
Engineer I	$205
Engineer II	$230
Engineer III	$240
Engineer IV	$265
Engineer V	$285
Architect I	$185
Architect II	$210
Architect III	$235
Architect IV	$270
Architect V	$285
Landscape Architect I	$185
Landscape Architect II	$205
Landscape Architect III	$235
Designer I	$160
Designer II	$175
Designer III	$200
Designer IV	$215
Designer V	$235
Scientist I	$140
Scientist II	$170
Scientist III	$220
Coordinator I	$155
Coordinator II	$175
Coordinator III	$190
Planner I	$185
Planner II	$205
Planner III	$235

Category	Rate
GIS Analyst I	$130
GIS Analyst II	$145
GIS Analyst III	$160
CADD I	$120
CADD II	$135
Principal I	$360
Administrative I	$100
Administrative II	$110
Administrative III	$130
Administrative IV	$140
Administrative V	$175
Intern I	$80
Intern II	$95
Graphic Designer I	$160
Graphic Designer II	$170
Graphic Designer III	$185
Construction Manager I	$220
Construction Rep I	$155
Construction Rep II	$180
Construction Rep III	$195
Surveyor I	$185
Surveyor II	$205
Surveyor III	$235
Crew Chief	$135
Instrument Operator	$110
Survey Crew - 3 Man	$360
Survey Crew - 2 Man	$335
Survey Crew - 1 Man	$260
GPS Crew I	$185
GPS Crew II	$260

**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*
**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be a minimum of 10% of the total subconsultant costs.*

EXHIBIT B

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

TOWN

TOWN'S CONSTRUCTION CONTRACT IDENTIFICATION

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT

CONSTRUCTION CONTRACT DATE

CONSULTANT

To: _____
TOWN

And To: _____
CONTRACTOR

From: _____
CONSULTANT

The Consultant hereby gives notice to the Town and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the following terms and conditions.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPT ABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgment of Consultant.
3. Said Notice is given as to the best of Consultant's knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services Consultant has been employed by Town to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Consultant's Agreement with Town and under the referenced Construction Contract and applies only to facts that are within Consultant's knowledge or could reasonably have been ascertained by Consultant as a result of carrying out the responsibilities specifically assigned to Consultant under Consultant's Agreement with Town and the Construction Contract.
5. Said Notice is not a guarantee or warranty of Contractor's performance under the referenced Construction Contract nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

EXHIBIT C

INSURANCE AND INDEMNIFICATION

C.5.03 Insurance

Pursuant to Paragraph 5.03A, Consultant shall obtain insurance coverages in the types and amounts listed below during the term of the Agreement.

A	Workers Compensation	Statutory
B	Employer's Liability	
	1) Each Accident	$1,000,000
	2) Disease; Policy Limit	$1,000,000
	3) Disease; Each Employee	$100,000
C	Commercial General Liability The Town of Orange Park shall be listed as Additional Insured	
	1) Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
	2) General Aggregate	$2,000,000
D	Excess or Umbrella Liability	
	1) Each Occurrence	$ N/A
	2) General Aggregate	$ N/A
E	Automobile Liability	
	1) Bodily Injury: a) Each Accident	$500,000
	2) Property Damage: Each Accident	$50,000
	[or as to automobile liability insurance]	
	1) Combined Single Limit (Bodily Injury and Property Damage), Each Accident The Town of Orange Park shall be listed as Additional Insured	$1,000,000
F	Professional Liability	
	1) Each Occurrence	$1,000,000
	2) General Aggregate	$1,000,000
G	Other (specify)	$ N/A

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, Waivers of Subrogation and & statement 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, 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.

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.

EXHIBIT D

AMENDMENT TO WORK ORDER

Amendment to Work Order No. _____

1. Background Data:

   a. Effective Date of Work Order Agreement:
   b. Town:
   c. Consultant:
   d. Specific Project:

2. Nature of Amendment [Check those that are applicable and delete those that are inapplicable.]

   ☐ Additional Services to be performed by Consultant
   ☐ Modifications to Services of Consultant
   ☐ Modifications to Responsibilities of Town
   ☐ Modifications to Payment to Consultant
   ☐ Modifications to Time(s) for rendering Services
   ☐ Modifications to other terms and conditions of the Work Order

3. Description of Modifications

   Attachment 1, "Modifications"
   [List other Attachments, if any]

Town and Consultant hereby agree to modify the above-referenced Work Order as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____

APPENDIX 1 TO EXHIBIT D

Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Work Order, the Agreement, or a previous amendment for clarify with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

1. Consultant shall perform the following Additional Services:

2. The Scope of Services currently authorized to be performed by Consultant in accordance with the Work Order and previous amendments, if any, is modified as follows:

3. The responsibilities of Town are modified as follows:

4. For the Additional Services or the modifications to services set forth above, Town shall pay Consultant the following additional or modified compensation:

5. The schedule for rendering services is modified as follows:

6. Other portions of the Work Order (including previous amendments, if any) are modified as follows:

EXHIBIT E

STANDARD ADDENDUM TO ALL CONTRACTS, AGREEMENTS, AND WORK ORDERS

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

1. Any work or professional services subcontracted for by the Vendor for which the Town has agreed to reimburse the Vendor shall not be marked up but shall be payable by the Town only in the exact amount reasonably incurred by the Vendor. No other such subcontracted services shall be reimbursed.

2. In the event the contract or agreement is for professional services, charged on a time basis, the Town shall not be billed or invoiced for time spent traveling to and from the Vendor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

3. The Town shall not be liable to reimburse the Vendor for any courier service, telephone, facsimile or postage charges incurred by the Vendor, except as expressly provided in a separate written agreement between the Town and Vendor.

4. The Town shall not be liable to reimburse the Vendor for any copying expenses incurred by the Vendor except as expressly provided in a separate written agreement between the Town and Vendor.

5. If and only if travel and per diem expenses are addressed in the contract, agreement, or task order in a manner which expressly provides for the Town to reimburse the Vendor for the same, then the Town shall reimburse the Vendor only for those travel and per diem expenses reasonable incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Vendor has need to utilize hotel accommodations or common carrier services, the Town shall reimburse the Vendor for his, her or its reasonable expense incurred thereby provided prior approval of the Town Manager of the Town or his or her designees is obtained.

6. With respect to drawings and/or plans prepared on behalf of the Town by the vendor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Vendor without cost to the Town for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the Town without cost.

7. With respect to an indemnification by the Town provided under the contract or agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.

8. In that the Town is a governmental agency exempt from sales tax, the Town shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The Town shall provide proof of its exempt status upon reasonable request.

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

10. The Vendor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicitor secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

11. This Standard Addendum shall be attached to every Contract, Agreement or Task Order where the Town is a party.

12. Pursuant to Section 2.17 of the Orange Park Town Code, all contracts, agreements, or task orders must be signed by the Mayor (or Vice Mayor during Mayor's absence) and attested to by the Town Clerk or Deputy Town Clerk, unless said contract, agreement or task order is for an amount less than $25,000 in a fiscal year, in which case the Town Manager may execute said contract, agreement or task order.

For the Town

_____
Winnette Sandlin, Mayor

For the Vendor

_____
Signature

_____
Print Name

_____
Title or Position

_____
Date

Telephone Number

Attest: _____
Town Clerk

Attachment 1 to Agreement

WORK ORDER
between
The Town of Orange Park
and
(Consultant Firm name)

THIS DOCUMENT, executed this _____ day of _____, 20_, is WORK ORDER No._, to Contract #_____ dated executed between the Town of Orange Park ("Town") and (Consultant Firm name) ("Consultant") on _____, 20___ (hereafter called "Work Order").

A. GENERAL

The Town and Consultant have entered into a Continuing Contract ("Agreement") which provides that, from time to time, the Town may request that Consultant provide professional services for Specific Projects," and "[e]ach engagement will be documented by a Work Order." This document is a Work Order. The Agreement sets forth the general terms and conditions which shall apply to this Work Order.

B. DESCRIPTION OF ASSIGNMENT

(Write in the description of the assignment)

C. Project Overview

(Write in the Project Overview)

D. SCOPE OF SERVICE§

(Write in the Scope of Services)

E. Project Tasks

1.00 (Write in what Consultant plans to do)
2.00 (Write in what Consultant will do)
3.00 (Write in what Consultant will do)
4.00 (Write in what Consultant will do)

F. PROPOSED STAFFING

(Consultant's staffing summary)

The following staff is proposed for performing the services authorized in this Work Order.

Labor Classification	**Assignment**

Proposed Subconsultants

The following subconsultants are proposed for professional services related to this assignment:

G. DELIVERABLES

(Write in what Consultant will provide the Town)

H. TOWN RESPONSIBILITIES

The Town will designate _____ as the Town's project representative and primary contact for the Consultant. The Consultant will rely on the Town's designated project representative for instructions and approval of Consultant's services.

I. COMPENSATION

(Write in the terms of Compensation)

J. OTHER PROVISIONS

All provisions contained in the Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have executed Work Order No. ___ to be effective as of the date first above written.

TOWN	Town of Orange Park 2042 Park Avenue Orange Park, FL 32073	**CONSULTANT**	
By	_____	By	_____
Name	_____	Name	_____
	Town Manager (if ≥ $25,000)		
Title	Mayor _____	Title	_____
Date	_____	Date	_____

Town Manager Review **Public Works Department Review**

(only if ≤ $25,000)

By	_____	By	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Attest

_____
Town Clerk

EXHIBIT F

ADDITIONAL REQUIRED PROVISIONS

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.

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.

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.

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.

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).

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 G-1** and **Exhibit G-2**, respectively.

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.

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.

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 Addendum to Agreement, Contractor represents that no public official has a financial interest in Contractor's bid or contract.

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.

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. 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 in duplicate by the Contractor to the Town as follows:

Town of Orange Park
Finance Department
2042 Park Avenue
Orange Park, FL 32073
Attention: John Villanueva
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.

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.

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.

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.

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.

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.

Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

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.

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.

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.

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.

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:

- Section 287.055, Florida Statutes;
- 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.

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.

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.

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.

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.

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.

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.

Exhibit G-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 _____, 202__.

_____

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 _____, 202__, 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 G-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 _____, 202___.

_____
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 _____, 202_____, 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: _____

Legal Notice
Town of Orange Park, Florida
Request for Qualifications | Professional Engineering Services – SRF SAHM Collection System Resiliency and Hardening Upgrades

The Town of Orange Park, Florida is requesting Statements of Qualifications (SOQs) from qualified engineering firms to provide professional engineering services for the Town's Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Supplemental Appropriation for Hurricanes Helene and Milton (SAHM) Collection System Resiliency and Hardening Upgrades project.

The anticipated project scope may include, but is not limited to:

SCADA communication system upgrades across the Town's lift station network; installation of backup power systems at lift stations currently lacking emergency power; rehabilitation and hardening of aged or flood-prone lift stations; electrical and control system upgrades; targeted sewer rehabilitation to address infiltration and inflow; and other related wastewater collection system resiliency improvements. The selected firm will be expected to coordinate closely with Town staff and maintain familiarity with ongoing wastewater system planning and regulatory coordination activities associated with this project.

The selected engineering firm will provide services including overall project administration, engineering evaluation and planning, design, permitting, bidding assistance, construction administration, and construction engineering inspection (CEI) associated with the project through Planning, Design, and Construction Phases.

Evaluation Criteria (100 Points Total)

Firms will be evaluated based on the following criteria:

1. Experience with Municipal Wastewater Collection System and Lift Station Infrastructure Projects – 30 points
2. Experience with State Revolving Fund (SRF) and other infrastructure funding programs, including development of funded municipal infrastructure projects for small and mid-sized municipal utilities (population generally under 10,000) – 25 points
3. Familiarity with the Town of Orange Park's Wastewater System and Local Infrastructure Conditions – 20 points
4. Project Management Approach and Qualifications of Key Personnel – 15 points
5. Past Performance on Similar Municipal Infrastructure Projects – 10 points

The Town intends to select one qualified engineering firm to provide professional services for this project in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes. Interested firms shall submit qualifications demonstrating experience with similar municipal wastewater infrastructure projects, knowledge of SRF funding requirements, and ability to provide the required engineering services. Additional information concerning the services requested and the ranking criteria used to evaluate the SOQs may be obtained from (**insert contact name and title**), Town of Orange Park, (**insert address**) telephone (**insert number**), or email (**insert email**).

One (1) original, two (2) copies, and one (1) electronic PDF copy on USB, marked "RFQ – Professional Engineering Services – SRF SAHM Collection System Resiliency and Hardening Upgrades" must be received by (**insert time and date**) at Town Hall (**insert address**).

SOQs will be opened as soon as possible after the submission deadline and evaluation and selection will occur at a time and place to be determined.

The Town of Orange Park reserves the right to reject any or all SOQs, to waive any minor informalities or irregularities in the SOQ process, and to accept the SOQ which is deemed to be in the best interest of the Town.

Town of Orange Park
Professional Engineering Services for the State Revolving Fund Loan Supplemental Appropriations for Hurricanes Helene and Milton (SA-HM)
Selection Advisory Committee
Thursday, July 30, 2026
1:00 P.M.
Minutes DRAFT

1. CALL TO ORDER

The meeting was called to order at 1:00 p.m.

Committee members in attendance were Public Works Director Kyle Croce, Management Analyst Rachel Savidge, Utilities Superintendent Eric Sanders and Lead Utility Operator Brandon Hoffman. Also in attendance was Town Clerk Courtney Russo.

2. INTRODUCTION

All members introduced themselves for the record.

Mr. Croce was nominated and unanimously approved as the Committee Chairperson.

Members were instructed to sign and submit conflict of interest disclosure statements to the Clerk by the end of the meeting.

3. DISCUSSION OF PROPOSALS/PRELIMINARY RANKING OF FIRMS/RECOMMENDATIONS

The committee discussed four firms that submitted qualifications for Professional Engineering Services for the State Revolving Fund Loan Supplemental Appropriations for Hurricanes Helene and Milton (SA-HM).

The members discussed the proposals and presented their score sheets for the competing firms. Upon tallying the scores, CPH achieved a perfect total score of 400 points, followed by Baker with 284 points, KC/KCEI with 245 points, and AMI with 231 points. Consequently, the committee voted unanimously (4–0) to recommend that the Council approve an agreement with CPH.

	AMI	Baker	CPH	KCKCEI
Kyle Croce	80	80	100	75
Eric Sanders	68	84	100	60
Rachel Savidge	30	50	100	50
Brandon Hoffman	53	70	100	60
TOTAL	231	284	400	245

4. ADJOURNMENT

Mr. Croce ajourned the meeting at 1:14 p.m.

Florida Department of Environmental Protection
State Revolving Fund (SRF) Program

PROJECT SPONSOR'S PROFESSIONAL SERVICES PROCUREMENT CERTIFICATION

The purpose of this procurement certification form is to confirm that the professional services procured by the project sponsor comply with the Consultants' Competitive Negotiation Act (CCNA), Florida Statute 287.055. This form must be submitted prior to placement of the sponsor's project on SRF's Priority List for funding.

Project Sponsor's Name: Town of Orange Park
SRF Project Name: SRF SAHM Collection System Resiliency and Hardening Upgrades
SRF Project Number: WW100130

Type of Professional Services (select all that apply):

Planning ☑	Design ☑	Services During Construction ☑
Not Procured ☐	Design-Build ☐	Construction Manager at Risk ☐

Name of organization to deliver professional services, if procured.

CPH Consulting, LLC

Description of work to be performed.

Engineering services for planning, design, bidding, construction administration & RPR.

Date Procurement Solicited:	Date Service Contract Executed:
May 7, 2026	
Minority Business Enterprise (MBE): ☐	Woman Business Enterprise (WBE): ☐

Based upon information and belief, I hereby certify that the professional services to be delivered and performed, as described above, have been procured or will be procured in compliance with CCNA requirements. For federally funded projects, if applicable, based upon information and belief, affirmative steps have been or will be taken to encourage Minority Business Enterprise/Woman Business Enterprise participation.

Signature of Authorized Representative or Sponsor's Legal Counsel

Typed Name and Title of Authorized Representative or Sponsor's Legal Counsel

Date of Signature

☐ Check box if additional information is attached.

580-1 Wells Road
Orange Park, FL 32073
Phone: 904.278.0030

October 20, 2026

The Honorable Winnette Sandlin, Mayor
Town of Orange Park
2042 Park Avenue
Orange Park, FL 32073

RE: Engineering Services Agreement - Planning Phase
SRF SAHM Collection System Resiliency & Hardening Upgrades
FDEP SRF Agreement No. WW100130
Town of Orange Park, Florida
CPH Project No. 2500979 | Client No. 2401-11-1

Dear Mayor Sandlin and Town Council:

In accordance with our Agreement for Continuing Consulting Engineering Services and Town Selection Advisory Committee recommendation, we are pleased to present the following proposal for Engineering Services in conjunction with the Planning Phase of the Town of Orange Park's SRF SAHM Collection System Resiliency & Hardening Upgrades project. This Planning Phase is funded through the Florida Department of Environmental Protection (FDEP) Clean Water State Revolving Fund (SRF) Supplemental Appropriation for Hurricanes Helene and Milton (SAHM) Program under Agreement No. WW100130 for a total of $100,000, consisting of 50% Principal Forgiveness and 50% repayable SRF financing at a 0% financing rate, with semiannual payments under the Loan Agreement. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the Town of Orange Park, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall provide the following administrative and engineering planning services during the Pre-Construction Planning Phase of the Town's SRF SAHM-funded project. This project will address system-wide replacement, rehabilitation and/or upgrades of the Town's wastewater collection and transmission system, together with evaluation of associated telemetry at the Town's wastewater treatment facility (WWTF). The Planning Phase will target critical infrastructure hardening, floodproofing, energy-efficient upgrades, and operational redundancy based on impacts observed or experienced during Hurricane Milton. Planned improvements will be associated with the Town's aging lift stations, telemetry systems, emergency power supply capabilities, and compromised sanitary sewer network. The proposed scope of work is described further in the Town's FDEP Request for Inclusion (RFI) which was submitted to the FDEP SRF Program on June 26, 2025, and listed for funding on November 12, 2025, and in the Town's FDEP Loan Application, which was submitted to the FDEP SRF Program on March 11, 2026, with draft Loan Agreement issued September 24, 2026.

More specifically, the Engineer's scope of services shall include the following:

PRE-CONSTRUCTION PLANNING PHASE

ITEM A - ADMINISTRATIVE SERVICES

1. The Engineer has prepared an FDEP Request for Inclusion (RFI) for the SRF SAHM-funded project, which received its priority ranking at the November 12, 2025 FY2026 Priority List Adoption Meeting.

2. The Engineer prepared an FDEP State Revolving Fund Point Source Water Pollution Control Loan Application for the Planning Phase, Design Phase, and Construction Phase of the project on March 11, 2026, which involved participation from the Town Staff, Council, and Attorney. The Engineer has provided assistance with execution of the Loan Agreement.

3. The Engineer will assist the Client in preparing and submitting reimbursement requests, FDEP SRF progress updates / meetings, and other administrative reporting tasks throughout the duration of the Planning Phase.

ITEM B – SITE VISIT AND SEWER SYSTEM EVALUATION

1. The Engineer will conduct up to three (3) site visit(s) to the Town's lift stations and WWTF to make observations of the existing collection and transmission system components, identify deficiencies and storm-related vulnerabilities, and review damage / issues related to Hurricane Milton and ongoing operation & maintenance.

2. The Engineer will prepare an inventory and evaluation of the Town's existing wastewater system to further identify deficiencies and to assist in the planning and design of the proposed collection and transmission system improvements, which will provide for a more reliable and efficient system, incorporating improved SCADA communication upgrades at all lift stations and WWTF, incorporate backup power or pumping systems at all lift stations lacking emergency capabilities, identify lift station structural and operational deficiencies for targeted rehabilitation, and evaluate collection system piping segments with known infiltration and inflow (I/I) to improve structural integrity and reduce storm-related surcharging and Sanitary Sewer Overflows (SSOs). The inventory will include the following:

   - Existing lift station/pump station information and service area limits based on Town-furnished data;
   - Existing lift station and WWTF communications/telemetry capabilities;
   - Existing lift station and WWTF emergency power and/or back-up pumping capabilities;
   - Existing lift station structural and operational limitations; and
   - Existing collection system sizing, locations, and conditions based on Town-furnished data and targeted advanced sewer system inspection/evaluation methods

(visual documentation, sewer line rapid assessment tool analysis (SL-RAT), flow monitoring, etc.)

The sewer system inventory and evaluation will be critical to develop design and construction phase scopes outlined in the project Facilities Plan.

ITEM C - FACILITIES PLAN

The Engineer will prepare a Facilities Plan in accordance with FDEP requirements and the applicable SAHM Facilities Plan Document Preparation Guidance, including the required hurricane-impact documentation, feasibility and alternatives analysis, environmental review, financial feasibility documentation, public participation, and opinion of probable project cost. The Facilities Plan and associated alternatives will be based on the findings and analysis of the site visits, sewer system evaluation, and the impacts of Hurricane Milton, along with further work and analysis related to the existing system and the resiliency needs of the Town.

The Engineer will also attend one (1) public hearing covering a draft of the Facilities Plan, as required by the FDEP. The Engineer will prepare and submit an electronic copy of the completed Facilities Plan to FDEP for approval in accordance with the applicable Planning Review Checklists.

PRE-CONSTRUCTION DESIGN PHASE ***(NOT INCLUDED)***

CONSTRUCTION PHASE ***(NOT INCLUDED)***

ADDITIONAL SERVICES

Should the Client change the scope of work as described in the grant documentation and RFI submitted to FDEP at the time of entering this Agreement, such that additional engineering services will be required not reasonably anticipated at the time of entering this Agreement, the scope and fees for the additional services will be negotiated once the changed scope is defined.

CONDITIONS AND EXCLUSIONS

The Client shall provide copies of all available pertinent studies and reports, record drawings, GIS mapping data, and related available information pertaining to the project to the Engineer prior to the Engineer commencing work. The Client shall provide all regulatory agency permit application fees and related items required by the agencies. Should land acquisition or easements be required for this project, the Client shall provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

The Engineer's scope of services does not include any design nor permitting for construction activities, advertising costs, flow testing, zoning-related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, topographic, boundary, or easement surveys, geotechnical investigations, or value engineering.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

PRE-CONSTRUCTION PLANNING PHASE

For Item A – Administrative Services, Item B – Site Visit and Sewer System Evaluation, and Item C – Facilities Plan, the Engineer shall be paid a lump sum fee of **$100,000**.

The Engineer will respond to reasonable FDEP's questions during the review of the Planning Phase at no cost to the Client. The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of services.

The Engineer understands the Client intends to move forward with the subsequent Design and Construction Phases of the project once the funding becomes available. The scope and fees for the Design and Construction Phases will be determined upon completion of the Planning Phase and approval of the Facilities Plan documents by the funding agency. The fees will be dependent upon the scope and estimated construction cost of the selected alternative. Upon the Client's decision to move forward with the Design and Construction Phases, including confirmation of the associated funding, the Engineering Services Agreement shall be amended at that time to include the applicable fees.

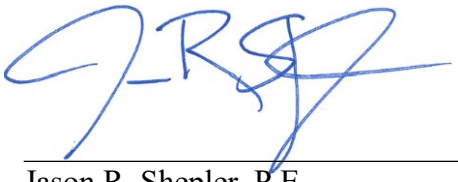
Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Thank you for giving us the opportunity to serve the Town of Orange Park.

Sincerely,
CPH Consulting, LLC



_____
Jason R. Shepler, P.E.
VP – North Florida Infrastructure

Accepted by:
Town of Orange Park, Florida

By:_____
The Honorable Winnette Sandlin, Mayor

Date:_____

JRS/JPP/jap

STAR 4 MITIGATION BANK
CREDIT RESERVATION AND PURCHASE OPTION AGREEMENT

Star 4 Mitigation, LLC, a Florida limited liability company, the owner of the Star 4 Mitigation Bank (hereinafter "Seller"), does hereby enter into this Credit Reservation and Purchase Option Agreement (the "Agreement" or "Option") with and reserves and sets aside for future assignment for the sole benefit of Town of Orange Park, a ____**Town of Orange Park**_____ (hereinafter "Buyer"), a total of **.18 FEDERAL ONLY** Uniform Mitigation Assessment Methodology ("UMAM") mitigation credits (the "Credits"), subject to the terms and conditions set forth below.

1. **Buyer's Representations:** The Buyer represents and warrants to Seller that these Credits are to be used to offset wetland impacts pertaining to permit number SAJ-2025-00202 issued by the U. S. Army Corps of Engineers for a development known as "**Town of Orange Park Johnson Slough Roadway Improvements**" (hereinafter the "Project"). It is the sole responsibility of the Buyer to assure that the Credits hereby purchased are sufficient to offset the specific proposed wetland impacts for the Project.

2. **Purchase of Option:** The total purchase price for the Credits is **$8,100.00** ("Credit Price") which is based on a price of $45,000.00 per FEDERAL ONLY Credit. In order to acquire this option to purchase the Credits at the Credit Price, pursuant to the terms of this Agreement, Buyer shall pay ten percent (10%) of the total Credit Price, or $810.00 ("Option Payment Amount"), upon execution of this Option Agreement. *The Option Payment Amount is nonrefundable and will be applied toward the purchase price of the Credits only if this Option is exercised.* This Option grants the Buyer the right to acquire the Credits at the Credit Price only if Buyer exercises the Option by providing written notice to Seller on or before November 12, 2026 and Buyer making full payment of the Credit Price (less the Option Payment Amount) to Seller within ten (10) days of such notice. Upon exercise of the Option, the Buyer must certify that the Buyer's representations, warranties and covenants contained herein remain true and accurate.

3. **The Final Exercise Date:** Notwithstanding any provision in this Agreement to the contrary, the full amount of the Credit Price shall be due and payable within ten (10) days following the earlier of (the "Final Exercise Date"):

(i) The date the Project has received both its state and federal permits authorizing the use of any or all of the Credits to offset wetland impacts for the Project; or

(ii) November 12, 2026: or

(iii) The point in time at which the ACOE removes the Credits from the ledger of the Star 4 Mitigation Bank to the Project.

In the event Buyer shall fail to make full payment of the Credit Price (less the Option Payment Amount) and close within ten (10) days following the Final Exercise Date, Buyer can no longer exercise this Option and Seller may retain all payments received by Seller, including the Option Payment Amount.

4. **Remedies:** If the purchase of the Credits is not consummated on account of Buyer's failure to make timely payment or Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain all payments received hereunder as full and complete liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover the balance of the Credit Price, it being understood and agreed by the parties that upon Buyer's default, Seller will retain full ownership of the Credits subject to this Agreement. In the event Seller defaults, Buyer's sole remedy shall be to seek a return of the Option Payment Amount.

5. **Assignment:** This Agreement is not assignable by the Buyer. Seller, in Seller's sole and absolute discretion, may consent to an assignment to an affiliate of the Buyer. For purposes of this paragraph, an affiliated entity of Buyer shall include any entity that is controlled by Buyer or under common control with Buyer, whether by reason of ownership interests, management or contractual relationship, with the intention that such common control shall continue indefinitely. Upon such assignment, Buyer shall remain fully liable hereunder to Seller to assure the affiliated entity performs all of its obligations hereunder. Seller may assign to an affiliate or another mitigation bank as necessary to provide required credits.

6. **Repurchase Option:** Upon payment in full for the Credits by Buyer and the assignment of the same to Buyer and/or the Project, the same shall become the property of the Buyer and, to the extent not utilized by the Buyer for the Project, the Buyer shall be free to sell, assign or transfer any excess Credits not needed by Buyer to any person or entity as it may determine; provided, however, Buyer shall first provide the Seller written notice giving Seller a ten (10) day period from the date of delivery of the notice to purchase such Credits (the "Repurchase Option"). Seller shall notify Buyer in writing within said ten (10) day period whether or not it elects to purchase the Credits. If Seller elects to purchase all or some of the Credits, the closing of the sale of the Credits from Buyer to Seller shall occur within ten (10) days from the date Seller notifies Buyer of its intention to purchase the Credits. The purchase price for the Credits shall be $45,000.00 per FEDERAL ONLY credit. If Seller does not elect to purchase said Credits, then this Repurchase Option shall terminate, and Buyer shall be free to dispose of said excess Credits in any manner it may determine. Seller agrees to cooperate with Buyer, without cost or expense to Seller, upon Buyer's reasonable request, including, without limitation, execution of documents as are reasonably necessary, to allow Buyer to sell, assign or transfer such excess credits. This Repurchase Option shall continue perpetually.

7. **Corrections:** If requested by Seller, Buyer agrees to cooperate fully and in a timely manner to assist Seller in correcting errors and/or omissions which may exist in this Agreement, the Reservation Letter, Allocation Letter, Notice of Credit Reservation or other related documents, when correction is deemed by the Seller to be desirable or necessary.

8. **Payments:** All payments shall be made to: Star 4 Mitigation, LLC and delivered to 4300 County Road 208, St. Augustine, Florida 32092. *Upon receipt of the Option Payment Amount, Seller will send a Notice of Credit Reservation to the Buyer or Buyer's agent.* Notice for

any party may be at the address set forth herein. **Wire instructions can be requested for expedited closing.**

9. **Governing Law; Venue:** The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in St. Johns County, Florida. In the event of any dispute between the parties, the non-prevailing party shall be required to pay any and all fees and costs incurred by the prevailing party in connection therewith, including attorneys' fees.

10. **Entire Agreement/Amendments:** This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the Credits and supersedes all letters of intent, terms sheets, letters of interest, understandings, promises, covenants, representations, statements, agreements and undertakings (whether written or oral), if any, with respect thereto which may have been given, distributed, furnished or made prior to or contemporaneously with the execution and delivery of this Agreement. This Agreement may not be amended except by written agreement signed by all of the parties.

11. **Time of the Essence:** Time is of the essence of this Agreement and each and every provision hereof. This offer is specific to the **Town of Orange Park Johnson Slough Roadway Improvements** Project and shall expire if not executed by Buyer and delivered to Seller on or before October 23, 2026 at 5:00 p.m.

FOR BUYER:	**FOR SELLER:**
_____	**Star 4 Mitigation, LLC**
By: _____	By: _____ Ronald H. Foster, Sr. or H. Bobby Cothren
Name: _____	
Address: _____	Title: _____
_____	
Phone: _____ (Required)	Date: _____ (The "Date of this Option Agreement)

NORMANDY MITIGATION BANK
CREDIT RESERVATION AND PURCHASE AGREEMENT

Normandy Mitigation, LLC, the Owner of the Normandy Mitigation Bank, (hereinafter "Seller") does hereby reserve and set aside for future assignment for the sole benefit of Town of Orange Park (hereinafter "Buyer") mitigation credits consisting of 0.38 UMAM credits off Seller's St. Johns River Water Management District (hereinafter "District") ledger and ____ WRAP credits off Loblolly Mitigation Bank's U.S. Army Corps of Engineers ledger (collectively, the "Credits"). Seller and Buyer may herein individually be referred to as a "Party" and collectively be referred to as the "Parties."

Buyer's Representations: The Buyer represents and warrants to Seller that these Credits are to be used to offset wetland impacts pertaining to permit number 220654-3 issued by the St. Johns River Water Management District and permit number _____ by the U.S. Army Corps of Engineers for a development known as Town of Orange Park Johnson Slough Roadway Improvements (the "Project"). It is the sole responsibility of the Buyer to assure that the Credits hereby purchased are sufficient to offset the specific proposed wetland impacts for the Project.

Purchase Price: The total purchase price for the Credits is $ 66,500 ("Credit Price"), which is based on a price of $ 175,000 per credit.

Deposit: Concurrently with its execution of this Agreement, Buyer shall deliver to Seller via check, or other funding mechanism approved by Seller, an earnest money deposit in the amount of $ NA (the "Deposit"). This Agreement shall not be considered valid until such time as Seller has received the deposit.

Notwithstanding any position in this Agreement to the contrary, the full amount of the Credit Price shall be due and payable on or before November 11th, 2026. In the event Buyer shall fail to make full payment of the Credit Price when due, Buyer's reservation for the Credits shall expire and Seller may retain any and all deposit payments received from Buyer.

Remedies: If the purchase of the Credits is not consummated on account of Buyer's failure to make timely payment or Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain all payments, including but not limited to the Deposit, received as full and complete liquidated damages for such default of Buyer, the Parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. The right to retain such sums received as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover the balance of the Credit Price. In the event Seller defaults, Buyer shall have the right to a return of the Deposit.

Assignment: This Agreement is not assignable by the Buyer. Seller in Seller's sole and absolute discretion, may consent to an assignment to an affiliate of the Buyer. For purposes of this paragraph, an affiliated entity of Buyer shall include any entity that is controlled by Buyer or under common control with Buyer, whether by reason of ownership interests, management or contractual relationship, with the intention that such common control shall continue indefinitely. Upon such assignment, Buyer shall remain fully liable hereunder to Seller to assure the affiliated entity performs all of its obligations hereunder. In the event of the sale of the property by the Buyer, the credits will be transferred to the purchaser.

Repurchase Option: Upon payment in full for the Credits by Buyer and the assignment of the same to Buyer and/or the Project, the same shall become the property of the Buyer and, to the extent not utilized by the Buyer for the Project, the Buyer shall be free to sell, assign or transfer any excess Credits not needed by Buyer, to any person or entity as it may determine; provided, however, Buyer shall first provide the Seller written notice giving Seller a ten (10) day period from the date of delivery of the notice to purchase such Credits. Seller shall notify Buyer in writing within said ten (10) day period whether or not it elects to purchase the Credits. If Seller elects to purchase all or some of the Credits, the closing of the sale of the Credits from Buyer to Seller shall occur within ten (10) days from the date Seller notifies Buyer of its intention to purchase the Credits. The purchase price for the Credits shall be as stated above in the Purchase Agreement section. If Seller does not elect to purchase said Credits, then this Repurchase Option shall terminate, and Buyer shall be free to dispose of said excess Credits in any manner it may determine. Seller agrees to cooperate with Buyer, without cost or expense to Seller, upon Buyer's reasonable request, including, without limitation, execution' of documents as are reasonably necessary, to allow Buyer to sell, assign or transfer such excess credits. This covenant to re-offer the Credits to the Seller shall continue indefinitely.

Corrections: If requested by Seller, the Buyer agrees to cooperate fully and in a timely manner to assist Seller in correcting errors and/or omissions which may exist in this Agreement or other related documents, when it is deemed by the Seller to be desirable or necessary.

Notices: Any notice, request, demand, instruction, or other communication required or to be sent by either Party to the other Party under or in connection with this Agreement shall be in writing, shall be sent or delivered to the address of the other Party set forth below, and shall be deemed to have been delivered upon the earlier to occur of (i) actual receipt, if delivered by hand or by commercial courier, (ii) actual receipt, if sent by fax, e-mail or other generally recognized electronic means, (iii) one business day after mailing by any form of overnight mail service, or (iv) the date upon which the return receipt is signed or delivery is refused, or the notice is designated by postal authorities as not deliverable, as the case may be, when mailed by registered or certified mail, return receipt requested. Notice so delivered after normal business hours of the recipient or on a Saturday, Sunday, or any public or legal holiday, shall be deemed to have been received on the next succeeding regular business day. Either Party may change the address for notices to it, effective as of any date not less than ten (10) days following delivery of the change of address notice, by giving the other Party hereto notice of such change of address in the manner specified in this paragraph. For the purposes of this Agreement, the notice addresses of the Parties named herein are as follows:

All payments shall be made to: Normandy Mitigation, LLC and **delivered to:** 1305 Cedar St, Jacksonville, FL 32207

Counterparts: This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

FOR BUYER:

By: _____

Name: _____

Its: _____

Address: _____

_____

Email: _____
(Required)

FOR SELLER:

Normandy Mitigation, LLC

By: _____

Date: 10/12/26
(The "Date of this Credit Reservation and Purchase Agreement")