Town of Orange Park
Town Council Regular Meeting
Tuesday, December 1, 2026
6:00 PM
Agenda

1. **Call to Order-Mayor Sandlin**

2. **Roll Call**

3. **Invocation-Councilman Vogel**

4. **Pledge**

5. **Mayor Comments**

6. **Proclamations/Presentations**
   a. Presentation on Clay County Comprehensive Emergency Management Plan - Kayla Futch (Clay County Emergency Management)

7. **Audience Comments on Non-Agenda Items**

8. **Consent Agenda**
   a. Approval of the Council Minutes of the Regular Meeting Dated November 5, 2026
   b. First Reading of Ordinance No. 13-26: Amending Section 34-40 of the Town Code Relating to the Use of Traffic Infraction Detectors
   c. First Reading of Ordinance No. 14-26: First Amendment to the FY 2026–2027 Budget

9. **Strategic Discussion/Updates**
   a. Consideration and Approval of 2027 State Legislative Priorities

10. **Old Business- None**

11. **New Business**
   a. Town Clerk Position Reclassification and Compensation Adjustment
   b. Approval of Piggyback Contract for RLC/SZS Program with City of Green Cove Springs & Jenoptik Smart Mobility Solutions LLC.
   c. Request Authorization for OPPD to enter into MOU with "Operation Light Shine"
   d. Purchase of a 2027 Ford Expedition SSV from Garber Ford for the Fire Department
   e. Consideration of Local Bidder Preference
   f. Repairs and Maintenance to Three Manholes on Plainfield Avenue at Ash Street
   g. Purchase of a Vehicle Lift Assembly for Vehicle Maintenance
   h. Approval of Contract with The Kenton Group, Inc., and Work Order with CMT for Construction Engineering and Inspection (CEI) Services for the Blake Avenue Water Main Improvements-Phase I Project
   i. Approval to Continue Piggybacking the City of Daytona Beach Contract with Insituform Technologies, LLC, and Authorize Purchase Order
   j. Approval to Piggyback CCUA and JEA Contracts with Petticoat-Schmitt for Utility

Construction and Repair Services

k. Report from Audit Selection Committee and Authorization of Audit Contract and Engagement Letters
l. Approval of Lease with Clay County Chamber of Commerce for Town Hall Office Space

12. **Town Manager Comments**

13. **Town Attorney Comments**

14. **Councilmember Comments**

15. **Adjournment**

Upcoming Meetings

a. December 9, 6PM-Town Council Workshop (Parliamentary Procedures & Florida Government Laws)
b. December 15, 6PM-Town Council Workshop (Water and Sewer)
c. January 5, 6PM-Regular Town Council Meeting
d. January 19, 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.*

Item No. 6.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Fire

Item Title: Presentation on Clay County Comprehensive Emergency Management Plan - Kayla Futch (Clay County Emergency Management)

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

Financial Impact if Applicable: None

Background Information: The Clay County Comprehensive Emergency Management Plan is accepted by resolution every 4 years.

Action Requested: Motion to approve resolution 26-26 accepting the 2026 -2030 Clay County Comprehensive Emergency Management Plan.

Information Attached:
Letter of Promulgation CEMP 2026-2030.pdf
2026 CEMP Resolution 26-26.pdf

LETTER OF PROMULGATION

Approval Date: October 27, 2026

To: Officials, Employees and Citizens of Clay County

The preservation of life, property, and the environment is a fundamental responsibility of local, state, and federal governments. Clay County, in coordination with its constitutional officers, governmental agencies, and nonprofit organizations, has prepared the Clay County Comprehensive Emergency Management Plan 2026–2030 ("CEMP 2026–2030") to provide a coordinated framework for the effective use of resources to protect the public and property during emergencies and disasters.

While no plan can completely prevent injuries or property damage, effective planning, combined with knowledgeable and well-trained personnel, can significantly reduce losses. The CEMP 2026–2030 establishes the County's emergency management organizational structure, assigns responsibilities, establishes policies, and provides for coordination among the various departments, agencies, and organizations involved in emergency management through the Emergency Support Function framework.

The purpose of the CEMP 2026–2030 is to coordinate the personnel, facilities, and resources of the County and participating agencies and organizations to support effective emergency preparedness, response, recovery, and mitigation activities.

The CEMP 2026–2030 is coordinated and consistent with the State Comprehensive Emergency Management Plan. The County will periodically review, exercise, and update the CEMP 2026–2030, as necessary, to address changing conditions and applicable requirements.

The Clay County Board of County Commissioners fully supports the CEMP 2026–2030 and encourages all County officials, employees, participating agencies, organizations, and citizens to actively support the County's emergency preparedness efforts.

By Resolution adopted on October 27, 2026, the Clay County Board of County Commissioners formally adopted the CEMP 2026–2030. This Letter of Promulgation serves as the Board's formal endorsement of the adopted CEMP 2026–2030 and affirms the County's commitment to its implementation in accordance with applicable laws and established emergency management procedures, including the National Incident Management System.

_____
Kristen Burke, DC, Chairman
Clay County Board of County Commissioners

ATTEST:

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

RESOLUTION NO. 26-26

A RESOLUTION BY THE TOWN OF ORANGE PARK ACCEPTING THE 2026 - 2030 CLAY COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

WHEREAS, Chapter 252, Florida Statutes, assigns to the Board of County Commissioners responsibility for disaster preparedness, response, recovery and mitigation; and

WHEREAS, being prepared for disasters means being ready to respond promptly as danger threatens, to save life and protect property and to provide relief from suffering and privation; and

WHEREAS, local services may be overburdened or inadequate and local government will have to operate effectively in different ways than in normal times to provide timely relief and minimize hardships in the event of natural and technological disasters in Clay County; and

WHEREAS, many populated areas and parts of communities may require evacuation, shelter and food until the disaster ends, services are restored and needed supplies and materials are available; and

WHEREAS, this plan is intended to provide the framework for the development of detailed operating procedures for all County forces charged with the responsibility of protecting the public's health and safety from natural and technological disaster; and

WHEREAS, Rule 27P-6, Florida Administrative Code, requires each County to develop a Comprehensive Emergency Management Plan; and

WHEREAS, Rule 27P-6, Florida Administrative Code, furthermore, requires the governing body of Clay County to adopt by resolution, the Clay County Comprehensive Emergency Management Plan.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Orange Park, Florida, that the Clay County Comprehensive Emergency Management Plan is hereby accepted.

Passed on this 1st day of December, 2026.

_____

MAYOR

ATTEST:

_____

TOWN CLERK

Town of Orange Park
Town Council Meeting
Thursday, November 5, 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 Town Manager Gary Goble, Fire Chief John Contestabile, Police Lieutenant Eric Claxton, and Town Clerk Courtney Russo. Attorney Lawsikia Hodges of Smith, Gambrell & Russell attended virtually.

The invocation was given by Vice-Mayor Benefield, followed by the Pledge of Allegiance.

MAYOR COMMENTS

Mayor Sandlin opened the meeting with reminders about the annual Veterans Day ceremony organized by the Orange Park Historical Society, scheduled for Wednesday, November 11th at 11:00 a.m. at Magnolia Cemetery. She encouraged residents to attend with their families and urged everyone to shop locally ahead of the upcoming holidays.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

David Coughlin spoke about red light camera operations. He presented arguments challenging the statistical validity of the vendor's (American Traffic Solutions) recidivism claims and advised the Council to hold an open forum before the January 2027 contract renewal.

APPROVAL OF THE COUNCIL MINUTES OF THE REGULAR MEETING DATED OCTOBER 20, 2026

MOTION:	Approval of the Council minutes of the regular meeting dated October 20, 2026.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF THE OCTOBER 21, 2026 COUNCIL WORKSHOP MINUTES

MOTION:	Approval of the October 21, 2026 Council Workshop minutes.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF NEW ADVISORY STANDING COMMITTEE & BOARD APPLICATION FORMS, ESTABLISHMENT OF ANNUAL COMMITTEE PRIORITIES & ASSIGNMENTS, AND DESIGNATION OF COMMITTEE LIAISONS

Mayor Sandlin presented newly drafted application forms for advisory standing committees and the specialized Finance and Budget Committee, alongside the existing standard board application. The Council discussed making these forms available online for public access and past/current applicants.

MOTION:	To approve the three newly drafted application forms (Standard Town Board, Advisory Standing Committee, and Finance & Budget Committee).
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

The Council reviewed committee operational guidelines, noting that a rotating 3-year term schedule would be established to stagger member turnovers. Priorities for each advisory committee for the upcoming year were discussed and established as follows:

Economic and Community Development Committee (ECDC): Focus on signage grant implementation, addressing unoccupied buildings/occupancy trends, and local business/bidder preference policies.

MOTION:	The Economic and Community Development Committee will focus on signage grant implementation, addressing unoccupied buildings/occupancy trends, and local business/bidder preference policies.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Culture, Arts, and Recreation Committee: Focus on gathering resident feedback, providing input on entertainment/music selections for "OP After Dark" events, and conducting periodic walkthroughs/monitoring of Town parks.

MOTION:	Culture, Arts, and Recreation Committee will focus on gathering resident feedback, providing input on entertainment/music selections for "OP After Dark" events, and conducting periodic walkthroughs/monitoring of Town parks.

RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Public Safety and Public Works Committee: Discuss adding signage instead of red light cameras at the intersection of Wells Road and US-17, explore community gun safety education initiatives, and maintain ongoing coordination with town staff to address emerging departmental needs.

MOTION:	Public Safety and Public Works Committee will discuss adding signage instead of red light cameras at the intersection of Wells Road and US-17, explore community gun safety education initiatives, and maintain ongoing coordination with town staff to address emerging departmental needs.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

The Council clarified that ongoing coordination with Town staff should occur across all committees to identify, bring forward, and address emerging departmental needs throughout the year.

Mayor Sandlin announced the designation of Town Council members as liaisons (rather than chairs) for each committee to support community-led chairpersons:

- **Culture, Arts, and Recreation:** Councilman Anderson (Liaison)
- **Finance and Budget:** Mayor Sandlin (Chair) and Vice-Mayor Benefield (Co-Chair)
- **Economic and Community Development:** Councilman Vogel (Liaison)
- **Public Safety and Public Works:** Councilman Taylor (Liaison)

LIGHTING OF THE PARK EVENT FORMAT AND SCHEDULE REVISIONS

Mr. Goble presented a proposal to restructure holiday events to improve efficiency and preserve traditions. The plan combines the ceremonial "Lighting of the Park" into the "Hometown Holiday" event at Clarke House Park as a single-day event on December 12th, starting at 2:00 p.m., while keeping Clarke House trail lights illuminated nightly through January 4th.

Ms. Sandra DiGiovanni spoke on behalf of the Historical Society of Orange Park in favor of the single-day format.

Council members discussed the minimal budgetary impact and the need for clear community communication regarding the schedule change.

MOTION:	To approve the Town Manager's recommended holiday event format.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

PURCHASE OF HURST E3 RESCUE TOOLS

The Fire Chief requested authorization to purchase a new set of E3 hydraulic rescue tools (spreader, cutter, ram, battery charger) to replace 20-year-old equipment, utilizing budgeted CIP funds and taking advantage of a trade-in discount for one old set.

MOTION:	To approve the purchase of the Hurst E3 rescue tools.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

REMOVAL OF EQUIPMENT FROM THE FIRE DEPARTMENT INVENTORY

Following the tool purchase approval, the Fire Chief requested approval to declare surplus and remove the traded-in tools and additional unused equipment from the department's active inventory.

MOTION:	To approve the inventory removal.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

TOWN MANAGER REPORTS

Mr. Goble reported that the St. Johns River Water Management District has officially issued the necessary project permit, allowing the Town to proceed with the next phases of development. A pre-construction meeting with Superior Construction, key subcontractors, and Jones Edmunds will take place within the next two weeks to finalize logistics. Beginning in December, Superior Construction will initiate the submittal process for materials and equipment while coordinating with FDOT regarding construction access and traffic control on Park Avenue and Holly Point Road West. To keep the community informed, a neighborhood informational meeting will be held in January to review the project scope and expected impacts, with actual construction anticipated to begin in late January or early February.

TOWN ATTORNEY REPORTS

Attorney Hodges had no reports.

COUNCILMEMBER REPORTS/COMMENTS

Vice-Mayor Benefield thanked the public for attending the meeting. He highlighted that upcoming workshops are planned to examine the budgetary impacts of Amendment 3, encouraging both supporters and opponents to attend and participate in these important conversations about keeping the Town fiscally responsible. Additionally, he thanked the Art Guild for hosting Council members at their charity gala held at The Grove.

Councilman Taylor seconded Vice-Mayor Benefield's comments regarding the importance of public involvement in the upcoming Amendment 3 budget workshops. He also extended early Thanksgiving wishes to residents and staff, noting this was the last scheduled meeting before the holiday.

Councilman Anderson thanked the Sheriff's Office deputy present during the meeting. He reported that Halloween trick-or-treating within Town limits was a great success, noting that Moosehaven welcomed approximately 2,600 visitors over four hours. He commended staff for keeping Town operations smooth, wished everyone a Happy Thanksgiving, and encouraged the public to stay tuned to the Town calendar for upcoming workshops.

Councilman Vogel thanked everyone in attendance and urged the community to honor local service members for Veterans Day on November 11th. He encouraged residents to attend the local Veterans Day ceremony and reminded everyone to look out for neighbors and those needing assistance during Thanksgiving.

Mayor Sandlin expressed deep gratitude to the voters of Orange Park for the opportunity to serve as Mayor and represent the community. She encouraged everyone to take time during the holiday season to reflect on their blessings and small positive moments. She concluded by wishing all attendees and residents a blessed and happy Thanksgiving holiday.

ADJOURNMENT

Mayor Sandlin adjourned the meeting at 6:47 p.m.

Item No. 8.b

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Police

Item Title: First Reading of Ordinance No. 13-26: Amending Section 34-40 of the Town Code Relating to the Use of Traffic Infraction Detectors

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

Financial Impact if Applicable: None.

Background Information: Ordinance No. 13-26 proposes an amendment to Section 34-40 of Chapter 34, Article II (Dangerous Intersection Safety) of the Town Code. The amendment addresses the Town's authority to utilize traffic infraction detectors to enforce the Florida Uniform Traffic Code, including the use of speed detection systems and traffic infraction detectors in school zones.

The proposed ordinance updates the applicable statutory references and clarifies the Town's authority to use traffic infraction detectors within its jurisdiction in accordance with Florida law.

For reference, below is a summary breakdown of statutes:

316-003 (Definitions) Contains definitions to include speed enforcement devices and red light cameras)

316-008 – Provides for lawful ability for municipal government via law enforcement to enforce traffic laws – to include those through done through devices like school zone speed cameras and red-light cameras.

316-0776 - Traffic infraction detectors; speed detection systems; placement and installation.

316-0083 – Mark Wandell Statutes which discuss RLC Enforcement

The Town Attorney wrote and approved this ordinance. The second reading and final approval is scheduled for the Town Council Regular meeting scheduled on Tuesday, January 5, 2027.

Action Requested: Motion for a first reading, by title only, of Ordinance No. 13-26.

Information Attached:

ORDINANCE NO.: 13-26

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK, FLORIDA, REGARDING TRAFFIC AND MOTOR VEHICLES AND DANGEROUS INTERSECTION SAFETY AND USE OF SPEED DETECTION SYSTEMS AND TRAFFIC INFRACTION DETECTORS IN SCHOOL ZONES; AMENDING SECTION 34-40 (USE OF TRAFFIC INFRACTION DETECTORS), ARTICLE II (DANGEROUS INTERSECTION SAFETY), CHAPTER 34 (TRAFFIC MOTOR VEHICLES), ORANGE PARK TOWN CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING CODIFICATION INSTRUCTIONS; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Town Council of Orange Park:

Section 1. Amending Section 34-40 (Use of Traffic Infraction Detectors), Article II (Dangerous Intersection Safety), Chapter 34 (Traffic Motor Vehicles), Orange Park Town Code. Section 34-40 (Use of Traffic Infraction Detectors), Article II (Dangerous Intersection Safety), Chapter 34 (Traffic Motor Vehicles), Orange Park Town Code, is hereby amended to read as follows:

Chapter 34 – TRAFFIC AND MOTOR VEHICLES

*** * ***

Article II. – DANGEROUS INTERSECTION SAFETY

*** * ***

Sec. 34-40. – Use of traffic infraction detectors.

The town hereby exercises its option under F.S. §§ 3316.003, 316.008, 316.0776, and 316.0083 to use traffic infraction detectors within its jurisdiction to enforce the Florida Uniform Traffic Code.

Section 2. Conflict. If any portion of this ordinance is in conflict with any portion of any other ordinance, then the provisions of this ordinance shall govern.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 4. Codification Instructions. The Codifier and the Town Attorney are authorized to make the Orange Park Town Code "tables of contents" consistent with the changes set forth herein. Such editorial changes and any others necessary to make the Orange Park Town Code consistent with the intent of this ordinance are approved and directed herein.

Section 5. Effective Date. This ordinance shall become effective upon adoption by the Town Council.

Passed on first reading this _____ day of _____, 2026.

Passed on second reading this ____ day of _____, 2027.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY

Item No. 8.c

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Finance

Item Title: First Reading of Ordinance No. 14-26: First Amendment to the FY 2026–2027 Budget

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

Financial Impact if Applicable: Water & Sewer Fund (Funds 402, 405, & 406) – Use of Fund Balance ($466,579)

Background Information:

The Public Works Department is requesting a Budget Amendment for funds needing to be directed toward current infrastructure priorities and safety requirements.

Water Fund (402)

- **402-60-53300-46090 – R & M – Water Distribution System:** Emergency Sewer and Watermain repairs at 2130 Hopkins Street.
    - **Fiscal Impact:** Decrease to fund balance of ($36,063).

Water and Sewer Capital Improvement Fund (405)

- **405-60-53500-63018 – Manhole Improvements:** Additional amounts needed for manholes at Plainfield and Ash Street.
    - **Fiscal Impact:** Decrease to fund balance of ($49,818).

- **405-60-53500-63127 – Sewer Plant Improvements: Data Flow communications system upgrade –** The Wastewater Treatment Plant SCADA System has failed and funding for the Data Flow communications project was removed during the FY 2026-2027 budget process.

    - **Fiscal Impact:** Decrease to fund balance of ($335,462).

Sewer Fund (406)

- **406-60-53500-46110 – R & M – Sewer Treatment Plant:** Several repairs that were not completed by the end of the 2025-2026 fiscal year are still needed for the current fiscal year. Staff is asking for these amounts to be carried forward into the current budget.

    - **Fiscal Impact:** Decrease to fund balance of ($17,559).

- **406-60-53500-46110 – R & M – Sewer Collection System:** Several emergency repairs that were not completed by the end of the 2025-2026 fiscal year are still needed for the current fiscal year. Staff is asking for these amounts to be carried forward into the current budget.

    - **Fiscal Impact:** Decrease to fund balance of ($27,677).

Action Requested:

We are requesting a motion for a first reading (by title only) of Ordinance No.14-26.

"I move for a first reading by title only of Ordinance No. 14-26 ."

Information Attached:
Ordinance No. 16-26
Exhibit A

ORDINANCE NO.:14-26

AN ORDINANCE AMENDING ORDINANCE 12-26 WHICH ADOPTED AND ENACTED THE FINAL BUDGET OF ESTIMATED REVENUES AND EXPENDITURES AND MADE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027 FOR THE FIRST TIME DURING THE COURSE OF SAID FISCAL YEAR; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 5.09 of the Town Charter provides that if, during a fiscal year, the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Town Council may, by ordinance, make supplemental appropriations for the year up to the amount of such excess; and

WHEREAS, the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget; and

WHEREAS, Section 5.09 of the Town Charter provides that the Town Council may transfer unencumbered appropriations during a fiscal year from one department to another by ordinance; now therefore,

BE IT ORDAINED by the Town Council of Orange Park:

Section 1. Budget Resolution Amended. Section 1 of Ordinance 12-26 is hereby amended as set forth in attached Exhibit "A."

Section 2. Effective Date. This ordinance shall become effective upon the adoption by Council.

Passed on first reading this ____ day of _____, 2026.

Passed on second reading this ____ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY

TOWN OF ORANGE PARK, FLORIDA
2026-2027 Budget Amendment #1
FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027
Exhibit A, Page 1 of 5

	General Fund	Budget Amendment #1	Amended Budget
Revenues			
Taxes	$7,360,087	$0	$7,360,087
Permits, Fees & Assessments	1,132,000	0	1,132,000
Intergovernmental	1,448,619	0	1,448,619
Charges for Services	2,631,816	0	2,631,816
Fines & Forfeitures	1,419,000	0	1,419,000
Investment Income	258,750	0	258,750
Miscellaneous	64,800	0	64,800
Transfers In	659,000	0	659,000
Total Revenues	$14,974,072	$0	$14,974,072
Expenditures			
Legislative	$266,315	$0	$266,315
Executive	222,029	0	222,029
Human Resources	49,200	0	49,200
Finance	596,599	0	596,599
Police	5,228,344	0	5,228,344
Code Enforcement	114,678	0	114,678
Fire	3,815,515	0	3,815,515
Ambulance and Rescue Services	127,600	0	127,600
Memorial Day	2,500	0	2,500
Economic and Community Development	247,778	0	247,778
Recreation and Programs	253,287	0	253,287
Facilities Maintenance	769,759	0	769,759
Equipment Maintenance	242,852	0	242,852
Public Works Administration	1,476,440	0	1,476,440
Streets, Roads, Drainage	846,033	0	846,033
Nondepartmental Government Expenditures	1,075,792	0	1,075,792
Transfers Out	0	0	0
Total Expenditures	$15,334,721	$0	$15,334,721
Addition To (Use of) Fund Balance	($360,649)	$0	($360,649)

TOWN OF ORANGE PARK, FLORIDA
2026-2027 Budget Amendment #1
FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027
Exhibit A, Page 2 of 5

	Capital Projects Fund	Budget Amendment #1	Amended Budget
Revenues			
Taxes	$1,492,000	$0	$1,492,000
Permits, Fees & Assessments	0	0	0
Intergovernmental	0	0	0
Charges for Services	0	0	0
Fines & Forfeitures	0	0	0
Investment Income	94,800	0	94,800
Miscellaneous	0	0	0
Transfers In	0	0	0
Total Revenues	$1,586,800	$0	$1,586,800
Expenditures			
Legislative	$0	$0	$0
Executive	0	0	0
Finance	0	0	0
Police	194,300	0	194,300
Code Enforcement	0	0	0
Fire	125,000	0	125,000
Ambulance and Rescue Services	150,000	0	150,000
Memorial Day	0	0	0
Economic and Community Development	0	0	0
Recreation and Programs	142,000	0	142,000
Facilities Maintenance	157,000	0	157,000
Equipment Maintenance	30,000	0	30,000
Public Works Administration	0	0	0
Magnolia Cemetery	0	0	0
Streets, Roads, Drainage	1,378,500	0	1,378,500
Nondepartmental Government Expenditures	35,000	0	35,000
Transfers Out	0	0	0
Total Expenditures	$2,211,800	$0	$2,211,800
Addition To (Use of) Fund Balance	($625,000)	$0	($625,000)

TOWN OF ORANGE PARK, FLORIDA
2026-2027 Budget Amendment #1
FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027
Exhibit A, Page 3 of 5

	Special Revenue Funds	Budget Amendment #1	Amended Budget
Revenues			
Taxes	$1,037,628	$0	$1,037,628
Permits, Fees & Assessments	180,400	0	180,400
Intergovernmental	0	0	0
Charges for Services	0	0	0
Fines & Forfeitures	12,000	0	12,000
Investment Income	6,515	0	6,515
Miscellaneous	0	0	0
Transfers In	0	0	0
Total Revenues	$1,236,543	$0	$1,236,543
Expenditures			
Legislative	$0	$0	$0
Executive	0	0	0
Human Resources	0	0	0
Finance	0	0	0
Police	40,000	0	40,000
Code Enforcement	0	0	0
Fire	0	0	0
Ambulance and Rescue Services	0	0	0
Memorial Day	0	0	0
Economic and Community Development	113,500	0	113,500
Recreation and Programs	0	0	0
Facilities Maintenance	0	0	0
Equipment Maintenance	0	0	0
Public Works Administration	0	0	0
Streets, Roads, Drainage	460,000	0	460,000
Nondepartmental Government Expenditures	0	0	0
Transfers Out	114,000	0	114,000
Total Expenditures	$727,500	$0	$727,500
Addition To (Use of) Fund Balance	$509,043	$0	$509,043

TOWN OF ORANGE PARK, FLORIDA
2026-2027 Budget Amendment #1
FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027
Exhibit A, Page 4 of 5

	Water and Sewer	Budget Amendment #1	Amended Budget
Revenues			
Charges for Services	$5,450,000	$0	$5,450,000
Intergovernmental	0	0	0
Other Charges	82,500	0	82,500
Miscellaneous	13,000	0	13,000
Investment Income	7,075	0	7,075
Total Revenues	$5,552,575	$0	$5,552,575
Expenditures			
Water Utility	$931,271	$36,063	$967,334
Sewer/Wastewater Utility	1,652,580	380,698	2,033,279
Stormwater	0	0	0
Water Capital Projects	950,500	0	950,500
Sewer Capital Projects	1,105,000	49,818	1,154,818
Stormwater Capital Projects	0	0	0
Interest - Customer Deposits	0	0	0
Administrative Charges	550,000	0	550,000
Transfers Out	545,000	0	545,000
Total Expenditures	$5,734,351	$466,579	$6,200,931
Addition To (Use of) Fund Balance	($181,776)	($466,579)	($648,356)

TOWN OF ORANGE PARK, FLORIDA
2026-2027 Budget Amendment #1
FOR THE FISCAL YEAR OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027
Exhibit A, Page 5 of 5

	Stormwater	Budget Amendment #1	Amended Budget
Revenues			
Charges for Services	$930,809	$0	$930,809
Intergovernmental	14,000,000	0	14,000,000
Other Charges	0	0	0
Miscellaneous	0	0	0
Investment Income	15,000	0	15,000
Total Revenues	$14,945,809	$0	$14,945,809
Expenditures			
Water Utility	$0	$0	$0
Sewer/Wastewater Utility	0	0	0
Stormwater	567,515	0	567,515
Water Capital Projects	0	0	0
Sewer Capital Projects	0	0	0
Stormwater Capital Projects	15,350,000	0	15,350,000
Interest - Customer Deposits	0	0	0
Administrative Charges	0	0	0
Transfers Out	0	0	0
Total Expenditures	$15,917,515	$0	$15,917,515
Addition To (Use of) Fund Balance	($971,706)	$0	($971,706)

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Administrative

Item Title: Consideration and Approval of 2027 State Legislative Priorities

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

Financial Impact if Applicable: N/A: No Financial Impact

Background Information: Attached is the Town's legislative funding request from last year for your review. The Town received $450,000 in funding that cycle. At our December 1 meeting, I would like Council to use the attached request as a starting point and identify its priorities for the 2027 state legislative session. The Town Manager suggests the following four projects for discussion, in proposed order:

1. **Shaw Pond/Dudley Branch dredging and expansion phase** A second phase of this waterway that increases stormwater storage and improves drainage in the Dudley Branch waterway. Confirm potential cost-sharing with Clay County and FDOT, since runoff from all three jurisdictions flows into the pond. ($1 Million)
2. **Water and sewer rehabilitation** A defined phase of water and sewer line rehabilitation or replacement in areas with documented failures and recurring backups. Coordinate the scope with the December utility workshop. ($1 million)
3. **Sidewalk safety and ADA improvements** Repairs and accessibility upgrades along a specific corridor or at priority locations where sidewalk conditions create hazards or gaps in access. ($200,000)
4. **Bradley Park at Nelson Point shoreline stabilization** A phase of the living shoreline project that stabilizes the most vulnerable section and protects public park property and access. ($150,000)

Council members may propose other projects for consideration.

Action Requested: Council ranks its four priorities, staff can develop the scope, estimated cost, proposed state request, and any available local or partner funding for each project.

Information Attached:
Clay County Legislative Delegation Town of Orange Park 2025

MEMORANDUM

TO: Clay County Legislative Delegation
FROM: The Honorable Mayor Randy Anderson
DATE: October 10, 2025
SUBJECT: Town of Orange Park 2025 Legislative Funding Request - Critical Infrastructure, Public Safety, and Economic Development Projects

The Town of Orange Park respectfully submits the following requests for legislative support for key projects aimed at improving public safety, modernizing aging infrastructure, expanding recreational opportunities, and fostering economic growth.

The total funding request for these initiatives is **$17,100,000.00**. (actual $19,100,000.00)

Project Category	Project Name	Requested Support Amount	Description/Objective
Public Works & Recreation	Sports and Recreation Complex Replacement	**$5,000,000.00**	To replace the Town's Sports and Recreation Complex. Repairs and upgrades are no longer cost-effective due to aging infrastructure, limited accessibility, and outdated amenities that restrict use and fail to meet community needs.
Public Safety	Fire Department Ladder Truck Purchase	**$2,000,000.00**	Funding is needed for the purchase of a new Ladder truck for the Fire Department. Engine 19 is the third busiest engine and the fifth busiest rescue in Clay County. The Town provides Mutual Aid to Clay County and NAS Jacksonville.
Infrastructure & Drainage	Shaw Pond Dredging and Expansion Project (Received $450,000.00)	**$2,000,000.00**	This project will dredge and expand the pond and channel areas to increase stormwater capacity and treatment. Three government entities contribute to the stormwater collection at Shaw Pond: FDOT, Clay County, and the Town of Orange Park.

Project Category	Project Name	Requested Support Amount	Description/Objective
Waterfront Revitalization	Bradley Park at Nelson Point Sea Wall Revitalization	**$2,000,000.00**	To restore and reinforce this critical barrier using a living shoreline approach. This will protect public assets, restore native vegetation, promote fish and wildlife habitat, and ensure long-term stability and community access.
Waterfront & Parks	Bradley Park Bathroom New Construction	**$400,000.00**	Funding to construct new public bathroom facilities at Bradley Park.
Economic Development	Town Square Center Infrastructure	**$4,000,000.00**	The initial phase of downtown redevelopment following the Town's investment in planning and the 2040 Visioning project. Funds will construct stormwater infrastructure, a center point pond, park, and playground destination to encourage business and developer investment.
Mobility & Parks	Kingsley East Pier and Observation Deck	**$1,500,000.00**	Requested funding for the construction of the pier and observation deck at the end of Kingsley Avenue.
Mobility	Sidewalk Mobility Improvement Plan	**$2,000,000.00**	Funding for the improvement of sidewalks throughout the Town. This will improve safety, walkability, meet ADA requirements, and reduce hazardous sidewalks, minimizing potential injuries.
Economic Development	Town Monument Entrance Signs	**$200,000**	Funding for the improvement of Town of Orange Park Monument signs for entryways into the Town. Attracts visitors and investment in the Town as a stable and reliable community.

TOTAL REQUESTED SUPPORT: $17,100,000.00 (Actual $19,100,000.00)

The Town of Orange Park appreciates the Legislative Delegation's consideration and support of these vital projects. We believe these investments are essential to ensure public safety, manage stormwater runoff effectively, and improve the overall quality of life and economic vitality for our residents and the surrounding Clay County community.

Item No. 11.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Administrative

Item Title: Town Clerk Position Reclassification and Compensation Adjustment

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

Financial Impact if Applicable: Annual increase of $12,014.

Background Information: Please see the attached memo from the Town Manager and supporting documentation.

Action Requested: Approve the reclassification of the Town Clerk position from Pay Grade 114 to Pay Grade 116 and authorize an annual base salary of $94,922, effective on a date established by the Town Council, subject to confirmation of applicable personnel requirements and available budget funding

Information Attached:
Town Manager Memo
Proposed Town Clerk Position Description
Proposed Town Clerk Pay Grade Reclassification (Grade 116)
Municipal Clerk Salary Comparison â€“ November 2026

TOWN OF ORANGE PARK

TOWN COUNCIL AGENDA MEMORANDUM

TO: Mayor and Town Council

FROM: Town Manager

DATE: October 27, 2026

SUBJECT: Town Clerk Position Reclassification and Compensation Adjustment

RECOMMENDATION

Staff recommends that the Town Council consider reclassifying the Town Clerk position from Pay Grade 114 to Pay Grade 116 and adjusting the incumbent's annual base salary from $82,908.02 to $94,922, subject to final review of the classification, applicable personnel policies, and budgetary authority.

The proposed adjustment is intended to address internal compensation equity, recognize the position's established responsibilities, and provide compensation more consistent with the level of professional and administrative accountability required of the Town Clerk.

BACKGROUND

The Town Clerk is a Charter officer and department head responsible for the administration of the Town's legislative operations, official records, public records compliance, municipal elections, and numerous administrative functions supporting the Town Council and municipal government.

The current Town Clerk has served in the position for approximately 9 years and has received the Town's normal merit increases during that period. Her total time with the Town is 11 years.

The existing position description, dated August 2017, was recently reviewed and updated to more accurately reflect the responsibilities currently performed by the Town Clerk.

Although the revised 2026 description provides a more comprehensive accounting of the position's duties, most of these responsibilities have been performed by the incumbent for several years. Accordingly, the proposed reclassification is not primarily based on the assignment of new duties, but rather on a review of the position's existing responsibilities and its placement within the Town's compensation structure.

POSITION RESPONSIBILITIES

The updated position description identifies several significant areas of responsibility:

- **Charter and Legislative Responsibilities:** Serving as Secretary to the Town Council, administering Council and committee meetings, maintaining official records, and coordinating ordinances and resolutions.
- **Statutory and Regulatory Compliance:** Administering public records requests, records retention requirements, legal advertisements, financial disclosure processes, and municipal election activities.
- **Department Management:** Supervising assigned personnel, managing departmental operations, preparing and monitoring the departmental budget, and coordinating administrative activities.
- **Procurement Administration:** Coordinating bid advertisements, solicitation documentation, bid openings, and selection committee processes.
- **Public Communications:** Coordinating the Town's website, social media platforms, public notifications, and official communications.
- **Specialized Administrative Functions:** Supporting code enforcement hearings, red-light camera proceedings, Council training, and intergovernmental activities.

These responsibilities require specialized municipal knowledge, independent judgment, organizational management, and familiarity with Florida law and municipal government procedures.

While the position does not carry the same operational responsibilities or staffing requirements as certain other department heads, it performs essential functions that support the Town's legislative and administrative operations.

CURRENT INTERNAL COMPENSATION COMPARISON

The following comparison reflects the Town's approved pay grades and current annual salaries provided by Town administration.

Position	Pay Grade	Annual Salary
Public Works Director	120	$156,405.50
Police Chief	121	$130,591.24
Fire Chief	120	$127,509.46
Finance Director	118	$124,580.49
ECD Director	115	$109,773.17
Town Clerk	114	$82,908.02

The Town Clerk is currently the lowest-paid department head among the positions reviewed.

The Clerk's salary is approximately $26,865.15 below the ECD Director, whose position is classified one pay grade higher.

The Clerk also earns substantially less than the Town's other department heads. While those positions have different responsibilities and operational demands, the comparison raises a legitimate question regarding whether the Town Clerk position has been appropriately classified.

The current Grade 114 salary range is $64,945 to $101,180, with a midpoint of $83,063.

The Clerk's current salary of $82,908 remains below that midpoint despite over nine years of service in the position.

EXTERNAL MUNICIPAL CLERK COMPENSATION COMPARISON

As part of the classification review, staff obtained salary information from ten municipalities in Northeast and North Central Florida to provide additional context regarding compensation for municipal clerk positions.

The reported annual salaries range from $57,408 to $131,284.40, with an average of approximately $96,965 and a median of $89,644.80. Seven of the ten municipalities report clerk salaries exceeding the Town Clerk's current annual salary of $82,908.02.

Several municipalities with smaller populations report clerk salaries exceeding the Town's current compensation. For example, the City of Neptune Beach, with a population of approximately 7,217, reports an annual clerk salary of $131,284.40, while the Town of Hilliard, with a population of approximately 2,967, reports $92,809.60. By comparison, Orange Park has a population of approximately 9,089 and a current Town Clerk salary of $82,908.02. Additionally, the City of Jacksonville Beach reports $99,320, while the City of Atlantic Beach reports $125,112.

Although municipal clerk positions vary in responsibilities, organizational structure, supervisory authority, and experience, these comparisons provide additional context for evaluating the Town Clerk's current classification and compensation.

The proposed annual salary of $94,922 is approximately 2.1% below the average of the ten reported salaries and represents the midpoint of the Town's existing Grade 116 salary structure. External salary information is intended to supplement the internal classification analysis, which remains the primary basis for the proposed adjustment.

A summary of the municipal salary information is provided as an attachment.

PROPOSED RECLASSIFICATION

Under the Town's May 7, 2024 approved pay schedule, Grade 116 has the following salary range:

Grade 116 Annual Salary	
Minimum	$74,216
Midpoint	$94,922
Maximum	$115,628

Staff recommends evaluating Grade 116 as the appropriate classification for the Town Clerk position.

This recommendation recognizes the position's Charter responsibilities, statutory compliance requirements, administrative complexity, and department management functions.

The proposed classification would place the Town Clerk above Grade 115 positions but below the Finance Director at Grade 118 and the Town's senior operational department heads.

Final placement should be supported by a documented evaluation of the position's responsibilities, authority, complexity, supervisory scope, and internal comparability.

PROPOSED SALARY ADJUSTMENT

Staff recommends consideration of an annual salary adjustment to the Grade 116 midpoint of $94,922.

Compensation Item	Amount
Current Annual Salary	$82,908
Proposed Annual Salary	$94,922
Annual Base Salary Increase	$12,014
Percentage Increase	14.49%
Additional Monthly Base Salary	$1,001.17

The proposed adjustment would place the incumbent at the midpoint of Grade 116.

Given the incumbent's approximately nine years in the Town Clerk position, 11 years of total Town service, and established performance of the responsibilities outlined in the updated job description, midpoint placement is a reasonable compensation target for Council consideration, provided the classification evaluation supports Grade 116.

The adjustment would be separate from the Town's regular merit increase process and should be identified as a classification and compensation equity adjustment.

FINANCIAL IMPACT

The proposed annual increase in base salary is $12,014.

The total annual cost to the Town would also include applicable employer retirement contributions, payroll taxes, and any salary-dependent benefit expenses.

The actual fiscal-year impact would depend on the effective date of the adjustment.

The Finance Director should identify the fully burdened cost and confirm whether sufficient funding is available within the adopted FY 2026–2027 budget or whether a budget amendment would be required.

CONCLUSION

The Town Clerk position performs essential Charter, legislative, regulatory, and administrative functions that support the Town Council and the daily operations of municipal government.

The review of the position description, existing pay classification, incumbent experience, internal compensation relationships, and external municipal clerk salary comparisons provides a reasonable basis for reconsidering the position's current placement within the Town's compensation structure.

The proposed reclassification and salary adjustment would more appropriately recognize the position's responsibilities while maintaining consistency with the Town's established compensation framework.

The proposed adjustment is intended to address the classification and compensation of the position rather than reward longevity alone or compensate for previously missed merit increases.

Subject to confirmation through a documented position evaluation, staff recommends reclassification of the Town Clerk from Grade 114 to Grade 116 and an adjustment of the incumbent's annual salary to $94,922.

PROPOSED COUNCIL ACTION

Approve the reclassification of the Town Clerk position from Pay Grade 114 to Pay Grade 116 and authorize an annual base salary of $94,922, effective on a date established by the Town Council, subject to confirmation of applicable personnel requirements and available budget funding.

TOWN OF ORANGE PARK
POSITION DESCRIPTION

TOWN CLERK

Department: Legislative
Reports to: Town Manager
Location: Town Hall
FLSA Status: Exempt

Safety Sensitive: No
Status: Full-time with benefits
Uniform: No
Date Updated: _____, 2026

Job Summary:

The Town Clerk is a Charter officer and department head responsible for the administration and oversight of the Town's legislative operations, official records, public records compliance, municipal elections, and public information functions. Reporting to the Town Manager and serving as Secretary to the Town Council, the Clerk ensures the accurate documentation of official Town actions, compliance with applicable laws and regulations, and effective administration of Council and committee proceedings. The position supervises assigned staff, manages the departmental budget, coordinates procurement and other administrative processes, and serves as a key resource to elected officials, Town administration, staff, and the public.

Essential Duties and Responsibilities (other related duties as assigned):

- **Council and Meeting Administration**: Coordinate and oversee the preparation and administration of Town Council, board, and committee meetings, including agendas, supporting documentation, public notices, meeting materials, and official minutes. Accurately document proceedings, discussions, motions, and votes to maintain complete and reliable records of official Town actions.
- **Department Management and Supervision**: Direct and oversee the daily operations of the Town Clerk's office, including supervising the Administrative Assistant, assigning and reviewing work, establishing priorities, conducting performance evaluations, and ensuring the timely completion of departmental responsibilities. Prepare and monitor the

departmental budget, oversee expenditures, and coordinate purchasing activities, including requisitions and purchase orders.

- **Public Records Authority**: Serve as the Town's designated public records custodian and coordinate the receipt, review, processing, and timely response to public records requests. Apply established procedures and statutory requirements, consulting with the Town Attorney regarding disputed, complex, or uncertain exemptions and confidentiality requirements.
- **Official Records and Document Certification**: Maintain and safeguard official Town documents, including ordinances, resolutions, contracts, agreements, adopted budgets, capital programs, and the Town Code. Attest and certify official documents, coordinate required signatures and execution, and oversee the recording, distribution, and retention of executed documents in accordance with applicable laws and procedures.
- **Website, Social Media, and Public Communications**: Coordinate the publication and maintenance of official Town information on the website and designated social media platforms. Work with the Town Manager and appropriate departments to ensure information is accurate, timely, and properly authorized before publication. Support public notifications and emergency communications in accordance with established Town procedures.
- **Financial Approval Authority**: Perform designated financial verification and signatory responsibilities in accordance with the Town's adopted financial policies, internal controls, and established approval authority. Coordinate with the Finance Department regarding payroll, accounts payable, check registers, and other financial documents as assigned.
- **Legal Notices and Advertising**: Coordinate and submit legally required advertisements and public notices, including ordinances, public hearings, bid solicitations, and other official Town actions, ensuring compliance with applicable statutory requirements and deadlines.
- **Council Support and Legislative Administration**: Serve as Secretary to the Town Council, providing administrative and legislative support to elected officials. Coordinate meeting schedules, prepare official correspondence, maintain Council records, and perform responsibilities established by the Town Charter, Council Standing Rules, and applicable laws.
- **Red-Light Camera Program**: Provide administrative support for the Town's red-light camera program, including attending hearings, documenting proceedings, entering adjudication orders, and placing and

releasing vehicle registration holds in accordance with applicable laws and established procedures. Ensure accurate recordkeeping and compliance with program requirements.

- **Code Enforcement Magistrate Hearings**: Attend Code Enforcement Magistrate hearings, record proceedings, and maintain accurate records of hearings and official actions in accordance with established procedures.
- **Ordinance and Resolution Administration:** Assist with the preparation of ordinances and resolutions, coordinate their review and execution, and submit adopted ordinances for codification to ensure the accuracy and accessibility of the Town's legislative record.
- **Community and Event Coordination**: Coordinate the preparation and distribution of public notifications related to community events, road closures, and other activities affecting residents. Assist with administrative coordination of Town-sponsored events and activities as assigned.
- **Financial Disclosure Compliance**: Administer and maintain the Town's Financial Disclosure Management System in coordination with the Florida Commission on Ethics, including tracking applicable filing requirements and maintaining related records.
- **Records Retention and Destruction**: Administer the Town's records management program, including retention schedules, authorized records destruction, and submission of required Records Management Compliance Statements in accordance with Florida law.
- **Municipal Elections**: Coordinate municipal election activities with the Supervisor of Elections, including candidate qualifying, election notices, required documentation, and certification processes. Serve on the Canvassing Board as applicable and maintain official election records.
- **Procurement and Bid Administration**: Coordinate the administrative aspects of the Town's competitive procurement processes, including preparing and distributing bid notices, publishing solicitation documents on DemandStar and the Town's website, attending bid openings, and coordinating selection committee meetings and related documentation.
- **Board and Committee Administration**: Coordinate administrative activities for Town boards and committees, including maintaining appointment records, membership terms, vacancies, applications, meeting schedules, agendas, and official records. Assist with implementing Council-established committee procedures and requirements.
- **Meeting Technology and Agenda Management**: Administer the Town's electronic agenda management system, including coordinating agenda submissions, preparing and publishing digital meeting packets, and

maintaining public access to agendas, minutes, and supporting documents. Coordinate meeting recording, livestreaming, and electronic participation arrangements as applicable.

- **Council and Committee Training**: Coordinate registration, scheduling, travel arrangements, and related administrative support for Council member and Town Manager conferences and training. Assist with organizing orientation and annual training for Council members and advisory committee members, including preparation of materials and maintenance of training documentation as assigned.
- **Intergovernmental Relations and Special Events**: General intergovernmental event coordination.

Knowledge, Skills, and Abilities:

- **Knowledge of:**
  - Parliamentary procedure and local government operations.
  - Public records laws and regulations.
  - Municipal budgeting processes and financial management.
  - Legal requirements for advertising ordinances and bids.
  - Regulatory compliance related to financial disclosures and document retention.
  - Election procedures and laws.
  - Procurement procedures and bidding processes.
  - Legislative drafting and codification processes.
  - Social media management and website maintenance best practices.
  - Grant management principles and practices.

- **Skill to:**
  - Accurately record meeting proceedings and communicate with the public and stakeholders.
  - Maintain and manage public records, budgets, regulatory compliance documents, and legislative materials.
  - Ensure accuracy in financial processing, document management, and legal advertising.
  - Coordinate meetings, manage schedules, and assist with program implementation.

- Proficiently use software for document management, budget monitoring, social media management, and grant tracking.
- Address issues related to meeting logistics, document retention, regulatory compliance, and grant utilization.
- Collaborate with stakeholders including council members, department heads, regulatory agencies, and the public.
- Coordinate election activities, bid processes, selection committees, and professional development activities.

- **Ability to:**
  - Multitask and prioritize tasks effectively to meet deadlines and manage competing priorities.
  - Exercise discretion and maintain confidentiality when handling sensitive information.
  - Adapt to changing regulations, technological advancements, and organizational needs.
  - Work independently and as part of a team to achieve organizational goals and objectives.
  - Maintain professionalism and composure under pressure during meetings, hearings, and public interactions.
  - Interpret and apply legal requirements, policies, and procedures related to municipal governance, financial management, and public records.

Minimum Qualifications:

- Bachelor's degree in Public Administration, Business Administration, Political Science, or a related field, and five years of progressively responsible administrative experience, preferably in municipal government. An equivalent combination of education, training, and relevant experience may be considered
- Five (5) years of progressively responsible experience in municipal government administration with a focus on clerical duties, public records management, financial oversight, and compliance.
- Certified Municipal Clerk (CMC) designation is preferred at appointment and shall be obtained within three years of appointment, subject to applicable certification requirements and approved extensions. Master Municipal Clerk (MMC) designation is desirable.

TOWN OF ORANGE PARK
POSITION DESCRIPTION

Author:_____

Approver:_____

Incumbent:_____

TOWN OF ORANGE PARK
POSITION DESCRIPTION

Skill Requirements: (X = Required for job)			
x	Typing/computer keyboard	x	Verbal communication
x	Utilize computer software (specified above)	x	Written communication
x	Retrieve and compile information		Public speaking/group presentations
x	Maintain records/logs	x	Research, analyze and interpret information
x	Verify data and information	x	Investigate, evaluate, recommend action
x	Organize and prioritize information/tasks	x	Leadership and supervisory, managing people
x	Operate office equipment	x	Basic mathematical concepts (e.g. add, subtract)
	Advanced mathematical concepts (fractions, decimals, ratios, percentages, graphs)		Abstract mathematical concepts (interpolation, inference, frequency, reliability, formulas, equations, statistics)
Physical Requirements: (X = Required for job)			
x	Sitting for extended periods		Lifting/carrying up to 20 pounds various items
x	Standing for extended periods	x	Lifting/carrying more than 20 pounds various items
x	Extended periods viewing computer screen		Repetitive Motions
x	Walking	x	Pushing/Pulling
x	Reading	x	Bending/Stooping
x	Speaking	x	Reaching/Grasping
x	Hearing	x	Writing
	Other (list):		Other (list):
Hazards: (X = Required for job)			
x	Normal office environment		Electrical current
	Toxic or caustic chemicals		Housekeeping and/or cleaning agents
	Flammable, explosive gases		Proximity to moving mechanical parts

Approved Pay Grades ~~May 7, 2024~~
December 1, 2026
All Employees

Grade	Position	Beginning	Mid Point	Maximum
121	Town Manager Police Chief	$104,288	$133,382	$162,476
120	Public Works Director Fire Chief	$97,465	$124,657	$151,850
119	Assistant Police Chief	$91,089	$116,502	$141,915
118	Finance Director Deputy Fire Chief	$85,130	$108,880	$132,629
116	Police Lieutenant Town Clerk	$74,216	$94,922	$115,628
115	Utilities Superintendent ECD Director	$69,491	$88,878	$108,265
114	~~Town Clerk~~ PW Operations Superintendent	$64,945	$83,063	$101,180
110	Accounting Coordinator Human Resources Manager Grant Capital Project Manager Management Analyst Police Communications Supervisor & Records Custodian	$49,546	$63,372	$77,197
108	Events & Recreation Coordinator Utility Billing Coordinator	$43,276	$55,349	$67,422
107	Executive Assistant Building & Permitting Clerk Code Enforcement Officer	$40,445	$51,727	$63,010
106	Administrative Assistant AP/Payroll/HR Coordinator	$37,799	$48,344	$58,889
104	Accounts Receivable Clerk	$33,015	$42,225	$51,435

City/Town	Population	County	Salary
Neptune Beach	7,217	Duval	131,284.40
Bunnell	4,494	Flagler	130,814.84
Atlantic Beach	13,245	Duval	125,112.00
Jacksonville Beach	23,830	Duval	99,320.00
Orange Park (Proposed)	9,089	Clay	94,922.00
Hilliard	2,967	Nassau	92,809.60
Green Cove Springs	10,079	Clay	86,480
St. Augustine Beach	6,803	St. Johns	83,520
Orange Park (Current)	9,089	Clay	82,908.02
High Springs	6,215	Alachua	82,399.98
Newberry	7,342	Alachua	80,504.32
Callahan	1,526	Nassau	57,408.00

Note: Salaries reflect 2026 figures reported by the respective municipalities and may vary based on experience, job responsibilities, and organizational structure.

Item No. 11.b

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Police

Item Title: Approval of Piggyback Contract for RLC/SZS Program with City of Green Cove Springs & Jenoptik Smart Mobility Solutions LLC.

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

Financial Impact if Applicable: The RLC traffic enforcement program historically offsets associated monthly Town expenses. Further, there is language in the contract that prevents the Town from being charged if the net revenue for the month from violations were to be below cost of the program. Exact monthly expenses will be detailed in the contract but there are no upfront costs to the Town.

Background Information:

During the tenure of Chief Case, the Public Safety Committee requested that the Orange Park Police Department (OPPD) evaluate the feasibility and effectiveness of implementing an automated school zone speed (SZS) enforcement program. Florida law authorizes the use of speed detection systems within school zones during specified enforcement periods, providing law enforcement agencies with an additional tool to address speeding and improve roadway safety around schools pursuant to Sections 316.003, 316.008, and 316.0776 Florida State Statutes

Chief Case initiated OPPD's review of this technology; however, the project was placed on hold due to his illness. Following his appointment, Chief Monroe resumed the initiative, building upon the work already completed and conducting a broader evaluation of available vendors and program options. The timing of this evaluation also presented an opportunity to review the Town of Orange Park's (Town) existing Red Light Camera (RLC) program, as the current contract with Verra Mobility is scheduled to expire on February 03, 2027. As part of the vendor review, OPPD therefore evaluated vendors capable of providing both school zone speed enforcement and red light camera services.

OPPD's objective was to determine whether an alternative vendor could offer greater overall value to the Town's traffic safety programs, including competitive pricing, reliable technology, improved program administration, responsive customer service, and a better experience for citizens interacting with the program. Consolidating both automated enforcement programs under a single provider was

also considered because it could simplify program administration for OPPD, Town staff, system users, and the Clerk of Court.

Upon completion of OPPD's comprehensive evaluation of multiple vendors, Jenoptik Smart Mobility Solutions LLC was identified as our preferred vendor based on its capabilities, services, and overall suitability for the Town of Orange Park. The City of Green Cove Springs entered into a contract with Jenoptik Smart Mobility Solutions LLC on 10/22/26.

With the execution of the City of Green Cove Springs competitively procured contract, OPPD identified an opportunity to utilize that agreement for the purposes of a piggyback procurement process. This opportunity provides an efficient procurement pathway while acknowledging the independent research, due diligence, and evaluation already conducted by OPPD.

This addendum attached provides further documentation of OPPD's evaluation process, the distinguishing factors supporting Jenoptik's selection, and the justification for pursuing the available piggyback procurement option which is in line with our purchasing policy.

Action Requested: On behalf of the Town of Orange Park, we respectfully request the motion to approve the attached Master Service agreement, with attachments/exhibits included, and the Addendum.

Information Attached:
Non-Competitive Purchase Justification Form
Addendum for School Zone Speed and RLC Cameras 2026 PiggyBack GCS
TOP Piggyback Contract Form.SGR Approved Jenoptik
Jenoptik Master Agreement with TOP
Jenoptik Exhibit A with TOP
Jenoptik Services Attachment with TOP
Jenoptik Master Agreement wiith GCS
Jenoptik Exhibit A with GCS
Jenoptik Services Attachment with GCS
GCSPD Procurement Letter
Council Minutes 04.15.25
PSPW Minutes 03.26.25

Town of Orange Park
Non-competitive Purchase Justification

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

Product: _School Zone Speed Camera/RLC_____ _ Vendor/Brand Name: Jenoptik Smart Mobility Solutions LLC
Estimated Dollar Amount: _____$0 upfront cost____Term: 4 Years with option for 3 year automatic renewal

Requesting Department: _____Police Department_____

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

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

1. ☒ The requested product has unique design and/or performance specifications or quality requirements that are not available in comparable products.

   Identify unique features and why they are **required** (not merely preferred).

   Have you contacted other suppliers to evaluate items/services with similar features and capabilities? If not, explain why not. If yes, list suppliers and explain why their products do not meet the department's needs. Attach all market research conducted.

   Yes.

   Verra Mobility (Our Current provider for RLC, Contract Expires February 2027).
   Blue Line
   Altumint
   Red Speed

   The Orange Park Police Department has conducted extensive research and evaluated multiple vendors providing automated traffic enforcement technology and related services. Following this review, Jenoptik Smart Mobility Services LLC was identified as the vendor best positioned to meet the Town of Orange Park's operational, technical, financial, and public safety needs. Jenoptik offers several significant advantages that distinguish it from competing vendors and provide substantial benefits to the Town:

   1. Legal Representation and Administrative Support

   Jenoptik offers legal representation at no additional cost during magistrate hearings associated with contested violations. Based on our vendor evaluations, this service was not offered by competing vendors under comparable terms. This benefit reduces the Town's potential legal expenses and administrative burden while providing professional support throughout the adjudication process.

   2. In-House Manufacturing, Maintenance, and Technical Support

   Unlike competing vendors that rely on third-party manufacturers or service providers, Jenoptik maintains direct control over the manufacturing, maintenance, repair, and replacement of its camera systems. This integrated service model reduces dependence on outside contractors, improves equipment availability, and minimizes potential operational downtime. Additionally, Jenoptik maintains a Florida-based service and

support facility, providing a distinct logistical advantage over competing vendors. This proximity enables Jenoptik to guarantee emergency response times of 24 hours or less for damaged or malfunctioning equipment, helping ensure the continuity and reliability of the Town's traffic safety program. Additionally, Jenoptik contractually offered a ten-day installation time frame after all permits and contracts are signed, which is due in large part to the fact they have the local Florida hub and manufacture their own cameras. The average response from other vendors was 90-day installation. With expedited install time, the Town may be able to begin this cost saving contract without further extension of Verra Mobility's more expensive contract.

3. Customizable Software, Reporting, and Data Management

Jenoptik's in-house software development capabilities allow for fully customizable dashboards, reporting functions, and data management tools tailored to the Town's specific operational requirements. Based on our review, competing vendors did not offer the same degree of customization. These capabilities will enhance program oversight, improve operational efficiency, and provide meaningful data to evaluate traffic safety trends and program effectiveness.

4. Existing Equipment Compatibility and Established Performance

The Town's existing red-light enforcement cameras, currently operated under contract with Verra Mobility, were manufactured by Jenoptik. This equipment has an established operational history within the Town, providing additional confidence in the manufacturer's technology and reliability. Because the proposed replacement equipment utilizes the same manufacturer and comparable technical specifications, the transition to Jenoptik may also streamline the Florida Department of Transportation (FDOT) permitting and approval process, potentially reducing implementation timelines and minimizing interruptions to the Town's existing enforcement program, subject to FDOT approval.

5. Significant Cost Savings to the Town

In addition to the operational and technical advantages identified, transitioning the Town's existing red-light camera program from Verra Mobility to Jenoptik is projected to generate approximately $5,000 in monthly savings, or $60,000 annually. These savings are attributable to reduced monthly camera service costs and Jenoptik's agreement to assume responsibility for postage expenses currently incurred by the Town. This represents a meaningful reduction in program expenditures while maintaining essential enforcement capabilities and service levels.

6. Competitive Procurement and Contract Piggyback Opportunity

The City of Green Cove Springs has entered into an agreement with Jenoptik following a procurement process that included obtaining and evaluating competitive quotations from multiple vendors offering comparable services. Although the City did not issue a formal Request for Proposals (RFP), the procurement involved consideration of competing vendor pricing and services which allows us by our purchasing policy to utilize a piggyback contract. The Orange Park Police Department thereby seeks to utilize the resulting agreement through a contract piggyback arrangement. This approach would allow the Town to benefit from an existing competitively sourced agreement while potentially reducing the administrative time and resources associated with conducting an independent procurement.

Conclusion and Recommendation

The Orange Park Police Department's recommendation to pursue a piggyback agreement with Jenoptik is based on a comprehensive evaluation of available vendors, their respective service capabilities, technical advantages, equipment reliability, and overall cost to the Town. Jenoptik offers a combination of operational

advantages, enhanced service capabilities, existing equipment familiarity, and projected annual savings of approximately $60,000 that make it a particularly advantageous option for the Town of Orange Park. It is important to emphasize that this recommendation is not based solely on the availability of an existing contract with the City of Green Cove Springs. Rather, the Department independently researched and evaluated available vendors to determine which provider would best serve the Town's long-term traffic safety objectives and financial interests. Based on these findings, the Orange Park Police Department respectfully recommends authorization to pursue a piggyback agreement with Jenoptik Smart Mobility Services LLC.

2. ☐ The requested product is an integral repair part or accessory compatible with existing equipment.

   Existing Equipment: _____ Manufacturer/Model #: _____
   Current Estimated Value: _____ Equipment Age: _____

3. ☐ The product requested is one with which staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in tie and/or funding. Estimated cost for retraining:

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

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

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

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

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

Department Signatures

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

Requestor: _____ Department Director: _____

Print name: Cody Monroe Print Name: Cody Monroe

Addendum: Redlight Camera and School Zone Speed Cameras

Background and Purpose

During the tenure of Chief Randy Case, the Public Safety Committee requested that the Orange Park Police Department (OPPD) evaluate the feasibility and effectiveness of implementing an automated school zone speed (SZS) enforcement program. Florida law authorizes the use of speed detection systems within school zones during specified enforcement periods, providing law enforcement agencies with an additional tool to address speeding and improve roadway safety around schools pursuant to Sections 316.003, 316.008, and 316.0776 Florida State Statutes

Chief Case initiated OPPD's review of this technology; however, the project was placed on hold due to his illness. Following his appointment, Chief Monroe resumed the initiative, building upon the work already completed and conducting a broader evaluation of available vendors and program options. The timing of this evaluation also presented an opportunity to review the Town of Orange Park's (Town) existing Red Light Camera (RLC) program, as the current contract with Verra Mobility is scheduled to expire on February 03, 2027. As part of the vendor review, OPPD therefore evaluated vendors capable of providing both school zone speed enforcement and red light camera services.

OPPD's objective was to determine whether an alternative vendor could offer greater overall value to the Town's traffic safety programs, including competitive pricing, reliable technology, improved program administration, responsive customer service, and a better experience for citizens interacting with the program. Consolidating both automated enforcement programs under a single provider was also considered because it could simplify program administration for OPPD, Town staff, system users, and the Clerk of Court.

Upon completion of OPPD's comprehensive evaluation of multiple vendors, Jenoptik Smart Mobility Solutions LLC was identified as our preferred vendor based on its capabilities, services, and overall suitability for the Town of Orange Park. The City of Green Cove Springs entered into a contract with Jenoptik Smart Mobility Solutions LLC on 10/22/26.

With the execution of the City of Green Cove Springs competitively procured contract, OPPD identified an opportunity to utilize that agreement for the purposes of a piggyback procurement process. This opportunity provides an efficient procurement pathway while

acknowledging the independent research, due diligence, and evaluation already conducted by OPPD.

This addendum provides further documentation of OPPD's evaluation process, the distinguishing factors supporting Jenoptik's selection, and the justification for pursuing the available piggyback procurement option.

School Zone Speed Study

As part of the initial evaluation conducted during Chief Case's tenure, OPPD completed a comprehensive speed study within the Town's major school zones. The purpose of the study was to collect data pertaining to vehicle speeds and determine the extent of speeding during applicable school periods. Traffic data was collected using a certified JAMAR traffic data collection device, which collected vehicle speeds, and time of day, traveling in both directions through the designated school zones. The summarized results illustrate a measurable speeding concern within the Town's school zones and provide the data-driven basis for evaluating automated school zone speed enforcement as an additional public safety tool.

Orange Park Junior High School

Study conducted between 9/23/25 and 10/5/25 (*9 School Days*)

Combined totals for total speeding and total enforceable violations:

Total over the speed limit: 1,868

Total enforceable violations greater than 10 MPH over the speed limit: 187

Approximately 20 violators who would have received violations per day.

Grove Park Elementary

Study conducted between 8/12/25 and 8/26/26 (11 school days)

Combined totals for total speeding and total enforceable violations:

Total over the speed limit: 4,178

Total enforceable violations greater than 10 MPH over the speed limit: 1,091

Approximately 99 violators who would have received violations per day.

Orange Park Elementary

Study was conducted between 9/12/25 and 9/23/25 (8 School Days)

Combined totals for total speeding and total enforceable violations:

Total over the speed limit: 7,126

Total enforceable violations greater than 10 MPH over the speed limit: 1013

Approximately 126 violators who would have received violations per day.

Need for Speed Enforcement Cameras Established:

The school zone speed study confirmed a significant speeding concern across each of the school zones evaluated, with the percentage of speeding motorists ranging from moderate to severe levels.

During the 28-school-day study period, approximately 2,291 motorists traveled at speeds that would have resulted in a violation under a school zone speed enforcement program. The volume of violations demonstrates a level of noncompliance that cannot reasonably be addressed through traditional officer initiated traffic enforcement alone. The speed study results will be attached to this report for individual review. OPPD officers must balance traffic enforcement with calls for service and other public safety responsibilities, limiting the amount of time officers can consistently dedicate to school zone enforcement.

School zone speed cameras would provide OPPD with a significant force multiplier, allowing for consistent enforcement throughout designated school zone periods while officers respond to other priority calls for service or other critical duties. Most importantly, the objective is not simply to issue violations, but to change driver behavior, reduce speeding, and improve safety for students, parents, school staff, and the crossing guards who place themselves in the roadway each day to safely guide children across traffic.

While the focus is on violations greater than 10 MPH over the speed limit, it is also believed the speeding between 1MPH and 10 MPH over the speed limit will also decrease. This leads to increased public safety. Vendor statics vary between 70% to 90% reductions in speeding violations over 10 MPH historically when school zone speed camera programs are implemented. Even with the variation in statistics provided, school zone speed camera safety program implementation statistics have shown remarkable public safety improvement.

Vendor Evaluation

With the study confirming a measurable speeding problem, OPPD began evaluating available school zone speed camera vendors. While the vendors reviewed generally offer similar programs, including little to no upfront cost and fee structures based on either issued or paid violations and postage, our evaluation focused on the areas in

which the vendors differ. The goal was to look beyond cost alone and identify the vendor offering the strongest overall combination of technology, reliability, customer service, program administration, data and reporting capabilities, data protection, adaptability, agency support, and long-term value for the Town of Orange Park.

The Orange Park Police Department reviewed four companies that offer School Zone Speed Enforcement Cameras (and Red Light Cameras, as our contract with Verra Mobility is ending February 03, 2027). More specifically - Jenoptik, Blue Line, Altumint, and Redspeed: all vendors who offer services in Florida. During OPPD's research into the different available vendors, one company quickly rose to the top as the clear choice for both School Zone Speed Camera safety programs and Red Light Camera safety programs - Jenoptik. The following will illustrate how.

Brief History of Jenoptik:

Jenoptik is a globally recognized technology company. Since its founding in 1991, the company has carried forward a legacy spanning decades. Its roots trace back to the renowned Carl Zeiss Jena, a leading optical firm in East Germany. Following the reunification of Germany, Jenoptik was established as an independent entity, capitalizing on decades of expertise in optics and photonics to become a global leader in these fields. Building on this rich history, Jenoptik has evolved into a diversified, high-tech manufacturing company operating in key industries such as automotive, defense and security, life sciences and healthcare, and the semiconductor sector. The company's comprehensive product and service offerings cover everything from photonic technologies and optical components to laser technologies and industrial metrology.

Jenoptik is a global leader in Automated Traffic Enforcement technologies, a position earned through decades of international experience, innovation, and a deep commitment to road safety. Jenoptik's capabilities allow them to provide tailored solutions meeting the unique needs of clients across diverse markets. With a strong focus on supporting the global Vision Zero initiative, which aims to eliminate traffic fatalities and severe injuries, they implement cutting-edge solutions that enforce traffic laws with precision. Their expertise is backed by the installation of more than 30,000 systems across 80 countries. This global footprint highlights their ability to adapt to varied regulatory environments and traffic conditions.

Jenoptik has extensive experience deploying speed-enforcement camera systems in major U.S. and international jurisdictions. Jenoptik systems operate at scale in New York City, Syracuse, Prince George's County, Arkansas, Scotland, and Lithuania, with independent evaluations proving substantial reductions in speeding and crashes. Jenoptik technology is deployed in over 4,500 sites across North America

Headquarter Location

With costs all being similar, Jenoptik excelled past its competitors in several distinct areas. Jenoptik is the only company that manufactures their complete cameras systems for RLC and School Zone Speed. Other companies source parts from around the world and assemble them in other states. Jenoptik's headquarters is located in Jupiter, Florida. Jenoptik serves many government clients in the United States and internationally, both law enforcement and other governmental organizations. Maintenance, customer service, internet technology services and systems servicing of the camera programs are based out of Jupiter, FL. Per contract, Jenoptik states it will provide daily quality system checks. It also states its initial response time to equipment malfunctions will occur within 24 hours, with repairs completed within 48 hours (2 business days).

Jenoptik as the prime owner, designer, developer, and manufacturer of their systems, they maintain complete control over all hardware and software elements with no dependency on third parties. Jenoptik can repair, replace and perform maintenance on their entire camera system faster than other vendors who must rely on third-party vendors for manufacturing of parts or software development. All internet technology to include software implementation and development, customer service for the OPPD and general public is all located in Jupiter, FL.

Camera Quality

Jenoptik was originally a company who specialized in manufacturing top tier camera systems, providing services to organizations like NASA and in fact, they manufactured the current cameras that we utilize through Verra Mobility that have provided thirteen years of proven performance with no maintenance issues. Because Jenoptik began their company with such focus on cameras, their cameras are of the highest quality. High-quality cameras further prevent the system from mistaken identification of license plates for violators and provide the least amount of down time for system operation.

Magistrate Hearing Packet Service/Software Customization

A notable distinction identified during the vendor evaluation was Jenoptik's case management and reporting capabilities, which are provided at no additional cost; to include attorney representation for all contested violations, including court appearances.

Through its software platform, Jenoptik can automatically generate comprehensive case packets for magistrate hearings. Rather than requiring the Program Manager to manually compile each case, including violation video, supporting violation data, and registered owner information, the system consolidates the necessary documentation into a hearing ready case packet. The format can also be customized to meet the specific needs and workflow requirements of the Program Manager. This capability has

the potential to significantly reduce the staff hours associated with preparing for magistrate hearings, allowing the Program Manager to devote more time to oversight, quality assurance, and other operational responsibilities.

Jenoptik's administrative dashboard also provides a high degree of customization in how program data, enforcement activity, and trends are organized, monitored, and reported. This allows the Program Manager to more efficiently analyze program performance and provide meaningful, data-driven information to the Chief of Police, Town Administration, and other Town representatives as needed. Based upon the vendor reviews conducted by OPPD, Jenoptik demonstrated the highest level of customization among the providers reviewed.

Customer Satisfaction/Customer Service/Citizen Customer Service

Customer service and responsiveness were significant considerations in OPPD's vendor evaluation because these programs require ongoing interaction not only between the vendor and OPPD, but also between the vendor and the general public.

Customer service was given additional weight during this evaluation because of OPPD's experience administering its existing program. OPPD acknowledges that the customer service provided by the vendor has a huge impact on the efficiency for OPPD directly and indirectly through citizen interaction. The customer service provided to the citizens is a direct reflection of OPPD and the Town.

Other Important Information

Jenoptik school speed zone cameras only operate during school days (AM School Zone through PM School Zone). The camera does not record ANYTHING except the violation incidents, and the data belongs to the Town of Orange Park solely. It is contractually stipulated all information collected is the property of the Town of Orange Park.

Cost Comparison & Financial Considerations

From a cost perspective, the proposals received from each vendor were similar with all vendors offering installation of the camera systems at no upfront cost to the Town. Vendor compensation is generally structured as a fixed fee assessed either per issued violation or per paid violation SZS and flat fee (per camera) monthly for RLC.

Jenoptik offered the most cost effective structure for SZS at $15.50 per issued violation. Importantly, this option includes a contractual financial safeguard for the Town. Based upon historical data for payments rates for RLC NOVs and UTCs, the anticipated percentage rates for payment of SZS camera violations (NOVs and UTCs), this appears to be the most advantageous pricing model and eliminates further financial department

employees' hours spent researching and determining paid UTCs reported by the Clerk of the Court monthly to create payment for the $21 per-issued model.

Alternatively, Jenoptik offers a $21 per paid violation pricing structure, which is comparable to the pricing offered by the other vendors evaluated. Under this model, the vendor fee is incurred only when a violation is successfully paid. The downside to this model is that it requires additional work for the Town of Orange Park's Financial Department to work with the Clerk of the Court to determine the number of paid UTC citations in full and UTCs set up on payment plans. This creates additional work for the Town of Orange Park's Finance Department and the Clerk of the Court.

Fiscal year write-off: Any outstanding uncollected balance at the end of a fiscal year is written off entirely by Jenoptik and does not carry forward into the following fiscal year.

No minimums required: The Town is not obligated to guarantee any minimum citation volume, revenue level, or program performance threshold.

As it pertained to RLC, Jenoptik also was able to beat the pricing of our current vendor Verra Mobility at $3750 a month per camera cost with all postage including UTC at no additional fee. The Town's current Verra contract is $4250 per camera - currently the Town also pays postage averaging an additional $1500.00 per month for the RLC camera program. If we were to enter into contract with Jenoptik, immediately our monthly expenditures for RLC program would go down approximately $5000 per month due to lower camera cost and zero postage cost.

Installation & Implementation Timeline

Jenoptik also distinguished itself from the other vendors evaluated in contracted installation and implementation timeline. Jenoptik representatives advised that once the required permitting and approvals are secured, Jenoptik will begin installation within ten days after all permits are secured. This projected timeline was considerably shorter than the implementation periods identified during discussions with other vendors. The installation of Jenoptik cameras beyond the permitting process would only be dependent on the removal of the existing Verra Mobility cameras.

Based upon preliminary communication between Jenoptik representatives and FDOT representatives, FDOT has expressed that since Jenoptik is the manufacturer of the current cameras we have in place through Verra Mobility, and the replacement Jenoptik cameras have the same specifications and wind speed data, they feel it would be an expedited and minimized permitting process.

Overall, Jenoptik presented the most favorable anticipated implementation timeline among the vendors evaluated, potentially minimizing disruption to existing enforcement

operations while allowing the Town to implement the SZS camera program in a comparatively short period of time.

Piggyback Contract Justification

Consistent with the Town's applicable procurement policies, utilize an existing competitively procured contract through a cooperative or "piggyback" purchasing process.

Based upon the comprehensive vendor evaluation outlined above, which includes cost, customer service, client retention, technology and software capabilities, program customization, administrative efficiency, implementation timelines, and overall operational value, we believe there is sufficient justification to pursue this procurement method.

Utilizing this existing contract would allow the Town to capitalize on favorable, previously negotiated terms with Jenoptik, which OPPD has determined to be the best overall vendor. This will expedite the procurement process.

The existing contract proposed for piggyback utilization (City of Green Cove Springs & Jenoptik Smart Mobility Solutions LLC) outlining the scope of work and pricing schedule is attached.

In addition, an example Town Ordinance will also be included as we will need to put an MOU in place prior to any enforcement of the school zone speed cameras.

CONTRACT FOR SERVICES
Red Light Camera and School Zone Speed Services

THIS CONTRACT FOR SERVICES ("Contract" or "Agreement") is made and entered into as of this February day of 03, 2027 (the "Effective Date") by and between Jenoptik Smart Mobility Solutions, LLC ("Contractor"), and the **TOWN OF ORANGE PARK**, a political subdivision existing under the laws of the State of Florida (the "Town" or the "Buyer" or the "Owner").

RECITALS:

WHEREAS, effective February 03, 2027, Contractor made and entered into a contract with Town of Orange Park (the "Government Entity"), Jenoptik Smart Mobility Solutions, LLC (the "Governmental Contract") to provide Red Light Camera and School Zone Speed services to the Government Entity, a copy of which is on file with the Town and incorporated herein by this reference; and

WHEREAS, the Governmental Contract is in full force and effect, and has been competitively procured and awarded by the Government Entity (via a piggyback contract); and

WHEREAS, the Town's Purchasing Policy (POL-P-2015-1) authorizes and permits the Town to use contracts of other governmental entities which have been competitively procured and awarded by such governmental entities; and

WHEREAS, the Town at a duly noticed meeting approved and awarded a contract with Contractor to perform the services described in the Governmental Contract; and

WHEREAS, it is in the best interests of the parties to use the Governmental Contract for procurement of the services, subject to the Town's Purchasing Policy and Ordinance Code provisions as provided herein; now therefore

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

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

Section 2. **Services**. Contractor shall perform the services described in the written agreements, subject to the pricing described thereon, attached hereto as **Exhibit A, Exhibit B, Exhibit C** (collectively, the "Services"). Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. Contractor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Contract, and Contractor shall perform the same as though they were specifically mentioned, described and delineated. Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Contract Manager. In the event of a conflict between the provisions of the Services as described in the Proposal and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services. The provisions, terms, and conditions of the Governmental Contract applicable to the Services shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Governmental Contract

applicable to the Services, including, but not limited to, provisions related to fees, payment, term, termination, confidentiality, trade secrets, indemnification, insurance, limitation of liability, and governing laws shall be resolved in favor of this Contract, but only to the extent of any conflict.

Section 5. **Contract Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

i. This Agreement including exhibits attached hereto, as modified by any subsequent signed amendments; and
ii. The Governmental Contract.

Any terms in the Governmental Contract that conflict with or are prohibited under this Contract shall not be included in this Contract and shall be void and of no force or effect.

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: JENOPTIK SMART
MOBILITY SOLUTIONS, LLC,
16490 Innovation Drive
Jupiter, Florida 33478
Attention: Finbarr O'Carroll
Phone: 561-881-7400
E-mail: fibarr.ocarroll@jenoptik.com

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

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

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

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

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

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

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

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

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

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

TOWN:

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

By:_____
Winnette Sandlin, as Mayor

Attest:

By_____
Town Clerk

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

_____
Town Manager or authorized designee

CONTRACTOR:

JENOPTIK SMART MOBILITY SOLUTIONS, LLC, a member of the Jenoptik group, and a limited liability company duly organized under the laws of Delaware

Print Name:_____

Title:_____

Exhibit A

Master Services Agreement

[To immediately follow this page.]

Exhibit B

Automated Traffic Enforcement Services Attachment

[To immediately follow this page.]

Exhibit C

Automated Traffic Enforcement
EXHIBIT A

[To immediately follow this page.]

Exhibit D-1

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

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

_____

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL) Serial Number (if any) _____

My Commission Expires: _____

Exhibit D-2

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

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

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

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

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

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

Exhibit E

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

D.02. 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.

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

D.03. Non-Discrimination. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

D.04. Warranty of Incorporation. Contractor represents and warrants that Contractor is a validly existing corporation or limited liability company, as applicable, and is registered and authorized to do business in the State of Florida.

D.05. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Clay County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

D.06. Bankruptcy. The Town reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

D.07. Press Release or Other Public Communications. Under no circumstances shall the Contractor without the express written consent of the Town:

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

D.08. Compliance with Applicable Laws. The Contractor (and any subcontractors as to any services that the Contractor provides to the Buyer under this Agreement) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

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

D.09. Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer

shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

D.10. Prohibition against Considering Social, Political or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that Buyer in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

D.11. Scrutinized Vendors. Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

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

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

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

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

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

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

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

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

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

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

(2) Is engaged in a boycott of Israel.

D.12. Convicted Vendor List. A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

- submit a bid on a Agreement to provide any goods or services to a public entity;

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

D.13. 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.

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D.14. 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) 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.

Master Services Agreement

This Master Services Agreement is made on _____ (the "Effective Date"), between JENOPTIK SMART MOBILITY SOLUTIONS, LLC, a member of the Jenoptik group, and a limited liability company duly organized under the laws of Delaware, having its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (hereinafter referred to as JSMS) and the Town of Orange Park with a principal business address at 2042 Park Ave, Orange Park, FL 32073 (hereinafter referred as the "Customer").

WHEREAS Customer wishes to retain the business and technology services of JSMS (the "Services") as set forth in this Master Services Agreement (the "Agreement") and in one or more attachments, incorporated herein by reference (each a "Service Attachment") to facilitate the detection, issuance and/or processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program"); and

WHEREAS in connection with each Service, JSMS agrees to provide the equipment described in a Service Attachment ("Equipment"); and

WHEREAS JSMS also agrees to provide Customer with access to certain proprietary technology (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Notice of Violation"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

1.1. **Initial Term; Extensions.** The Agreement shall commence on the Activation Date of the last installed camera system and continue for a period of 4 years (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for 3 years (each a "Renewal Term" and, collectively with the Initial Term, the "Term"), unless either party provides a written notice to terminate not later than thirty (30) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.

1.2. **Termination by Agreement.** This Agreement may be terminated at any time by the mutual written agreement of JSMS and Customer.

1.3. **Termination for Cause.** Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if: (a) the other party has breached its obligations under the Agreement or the Service Attachment, as applicable; (b) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by JSMS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement or a Service Attachment, the notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b)

or (c) above, JSMS or Customer may suspend the Services described in such Service Attachment, immediately upon the effective date of such amendment or ruling, as applicable.

1.4. **Termination by Customer for Convenience.** Either party may terminate this Agreement at its convenience by giving not less than ninety (90) days' prior written notice. If Customer terminates this Agreement, or any Service Attachment, for convenience, Customer shall pay JSMS the termination for convenience fee, if any, set forth in each applicable Service Attachment (the "Termination Fee"). Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.

1.5. **Effect of Termination.** On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 5.2 (Ownership; Licenses), 5.3 (Indemnification Obligations), 5.4 (Limitation of Liability), 5.9 (Applicable Law; Jurisdiction and Venue), and 5.14 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, JSMS will continue to process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.

1.6. **Removal of Equipment.** Within thirty (30) days following the Effective Date of Termination, JSMS shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

2. COMPENSATION

In consideration for Services, Customer shall pay JSMS as follows:

2.1. **Service Fees.** Customer shall pay JSMS those fees set forth in one or more Service Attachments (the "Service Fees"). JSMS Fees will be fixed for the initial term of the Agreement; thereafter, prices will be reviewed at the renewal and agreed upon by JSMS and customer. Any increase would be negotiated and agreed upon by JSMS and Customer.

2.2. Service Fees Payment.

2.2.1. Invoicing. JSMS shall provide an itemized invoice to Customer within ten (10) days of each revenue sweep from the Master Account to a Customer-designated account as described in Section 3.7. Each invoice shall indicate the total amounts collected pursuant to each Service Attachment and the Service Fees deducted by JSMS from such amounts.

2.2.2. **Fees are Sole Compensation.** Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be JSMS's sole compensation for the Services. All costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System shall remain the responsibility of JSMS unless otherwise set forth in a Service Attachment.

3. SCOPE OF SERVICES

3.1. **JSMS Project Manager.** JSMS will designate one JSMS employee as Customer's principal contact at JSMS ("JSMS Project Manager").

3.2. **Services; System Operation.** JSMS shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. JSMS shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.5. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers.

3.3. **System Upgrades.** In the event JSMS makes upgrades to the software or related performance capabilities of the System generally available to its customers, JSMS will provide such upgrades without charge to Customer.

3.4. **Customer Personnel Training.** On days and at times agreed by the parties, JSMS will provide training to Customer personnel designated by Customer with respect to accessing and using the System. JSMS may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").

3.5. **Notices of Violation.** Except for Notices of Violation issued by Customer personnel at the time of violation, JSMS shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), or an individual designated by a registered owner as the violator if permitted by applicable law, who has not paid a Notice of Violation in a timely manner, JSMS may send additional notices thereafter as further described in a Service Attachment.

3.6. **Payment Methods; Telephone Support.** JSMS shall provide the registered owner(s) or designated violator the opportunity to pay or contest a Notice of Violation using one of the following methods: "by web," "by telephone," and "by mail." To the extent permitted by applicable law, JSMS may pass through to registered owners any reasonable credit card convenience fees imposed upon JSMS by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to JSMS by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, JSMS will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of **8:00 a.m. to 4:00 p.m. (EST)** Monday through Friday, not including state and federal holidays. Payment methods and telephone support will continue for a period extending for 120 days beyond the termination date.

3.7. **Deposit of Fines.** JSMS will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. JSMS will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by JSMS; and (b) for Customer to have viewing rights to the Master Account. JSMS will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account on or around the 15st of each month, provided, however, that JSMS shall deduct from each funds sweep those Service Fees owed by Customer for the Services pursuant to Section 2.

3.8. **Storage of Violation Data.** JSMS will store all violation data until payment is received, or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. Upon termination, Customer will be provided copies of all historical data to include access and capabilities to process and enforce all issued citations.

3.9. **NLETS Requirements.** All authorized JSMS or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal, state and NLETS requirements.

3.10. **Reports.** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.

3.11. **Public Awareness.** JSMS shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. JSMS shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. **Insurance.** JSMS shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12.

3.12.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	Statutory
Employer's Liability:	$500,000 ea. accident-injury
	$500,000 ea. employee-disease
	$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

3.12.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.3. Comprehensive General Liability with limits not less than $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.4. Umbrella Liability with limits not less than $2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 3.12.1 through 3.12.3 above.

3.12.5. JSMS shall list Customer as an additional insured and certificate holder under all of the policies described in this Section 3.12 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.12 prior to commencing work on the System.

4. CUSTOMER RESPONSIBILITIES

4.1. **Customer Project Manager.** Customer will designate one Customer employee as JSMS's principal contact at Customer ("Customer Project Manager").

4.2. **Cooperation.** Customer will cooperate with JSMS during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

4.3. **Access to Information Services.** To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for JSMS to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. **Business Rules.** Customer will establish and document certain Program parameters as reasonably requested by JSMS (the "Business Rules"). Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. **Collection of Unpaid Fines.** For any Services for which JSMS is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain JSMS to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. JSMS represents and warrants that at all times during the Term:

a. it has the legal power to enter into the Agreement and any Service Attachment;

b. the Equipment will conform with all written specifications provided by JSMS to Customer;

c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;

d. it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

e. it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the

Department of Revenue in the state in which Customer is located unless JSMS is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against JSMS by the Auditor of such state;

f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and

g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. JSMS *further* represents and warrants to Customer that JSMS and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly, or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;

b. it has the legal right to grant the licenses set forth in Section 5.2.3, and

c. it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state, and local laws.

5.1.3. Except as otherwise provided in this section 5.1:

A. The parties expressly disclaim all other warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as well as all warranties arising by usage of trade, course of dealing or course of performance.

b. JSMS makes no other warranty that the services, the equipment or the system will meet customer's requirements, or that the services and systems will be uninterrupted, timely, secure, or error free; nor does JSMS make any warranty as to the results that may be obtained from the use of the services, the equipment or the system. The program data and program materials are provided "as is" without warranties of any kind**.**

5.2. <u>Ownership; Licenses</u>.

5.2.1. **<u>Program Data</u>.** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by JSMS related specifically to the Program or its operation ("Program Data"). Customer grants to JSMS: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer,

its personnel and violators are not identified, in order to evaluate and enhance JSMS 's systems and services. JSMS and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, with the prior written consent of Customer.

5.2.2. **Program Materials.** JSMS shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of JSMS), templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by JSMS in performing services for its clients ("Program Materials"). JSMS grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

5.2.3. **Customer Marks.** Customer hereby grants to JSMS and its affiliates a non-exclusive, non-transferable, sublicensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. JSMS will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, JSMS and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, with the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo, or other marks of JSMS or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of JSMS.

5.3. Indemnification Obligations.

5.3.1. JSMS shall indemnify, defend, and hold harmless Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assigns and all persons acting through, by, under or in concert with them (the "Customer Indemnitees") from and against any and all third-party claims arising out of or related to:

a. any material breach of the representations and warranties of JSMS set forth in Section 5.1.1;

b. negligence or misconduct of JSMS or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or

c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, JSMS will either: (i) enable Customer to continue to use the System; (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If JSMS determines that none of these alternatives is reasonably available, JSMS shall have the right to terminate this Agreement effective immediately.

5.3.2. To the extent not prohibited by the constitution or laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless JSMS and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment suppliers and installers) (the "JSMS Indemnitees") from and against any and all third party claims arising out of or related to:

a. any material breach of the representations and warranties of Customer set forth in Section 5.1.2;

b. negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any JSMS Indemnitee; or

c. the validity of the results of Customer's use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer's use of the System except to the extent caused by JSMS's failure to comply with the terms of the Agreement.

5.3.3. In the event of any third-party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.3 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.

5.4. Limitation of liability. Except for amounts payable with respect to the indemnification obligations set forth in section 5.3: (a) neither party shall be liable to the other for lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages in connection with the agreement, the services, or the systems, however caused, under any theory of liability; and (b) the aggregate liability of either party for direct damages arising out of the agreement and the transactions contemplated hereby shall be limited to the service fees paid or payable by customer under the applicable service attachment during the twelve (12) months prior to the event giving rise to such claim.

5.5. Vandalism, Loss, and Damage

5.5.1. **Local Law Enforcement Reporting and Investigation.** In the event of any act of theft, physical damage, malicious mischief, or vandalism affecting JSMS's equipment or property deployed under this Agreement, Customer or JSMS shall promptly notify the other upon discovering or becoming aware of such incident. Customer and JSMS shall fully cooperate to ensure that every instance of theft or vandalism is formally reported to local law enforcement. Customer shall require the local police department or applicable law enforcement agency having jurisdiction over the deployment site to thoroughly investigate all reported acts of theft or vandalism.

5.5.2. **Vandalism Cost Recovery.** Customer may be responsible for reimbursing Jenoptik for the actual, reasonable costs of repairing, replacing, or restoring equipment damaged or destroyed as a result of acts of vandalism or third-party interference, provided that:

a. There are more than three (3) acts of vandalism in a single calendar month, and JSMS provides prompt written notice of the damage along with a copy of the official police report filed with local law enforcement; and
b. JSMS submits an itemized invoice detailing the labor, materials, and replacement parts required to restore the equipment to full operational capability.

5.6. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (a) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

5.7. Relationship Between JSMS and Customer. JSMS is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.

5.8. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, JSMS may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and JSMS may use third party contractors to fulfill its obligations to provide certain Services provided that JSMS shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.9. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:

5.9.1. When a conflict arises between Customer and JSMS, the project team members will first strive to work out the problem internally.

5.9.2. If the project team cannot resolve the conflict within five (5) business days, Customer Project Manager identified pursuant to Section 4.1 and the JSMS Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.

5.9.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of JSMS will meet with senior level administrator for Customer within five (5) business days to resolve the issue.

5.9.4. If no resolution is reached pursuant to Section 5.9.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.

5.9.5. During any conflict resolution as described in this section 5.9, JSMS agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

5.10. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.11. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.

5.12. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

5.13. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

5.14. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

5.15. Notices. Any notices provided pursuant to this Agreement shall be effective three (3) days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

5.16. CHANGE ORDERS.

5.16.1. Customer may request the addition of any products or services, including, but not limited to school zone speed enforcement, that JSMS provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to JSMS. Upon JSMS's receipt of the Change Order Notice, JSMS shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement.

5.17. Cooperative Agreement. If authorized by JSMS, the Customer will allow other state and local governmental agencies, political subdivisions, and/ or school districts ("Agency") to utilize this agreement

under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the Customer in the current term or in any future terms. Nothing herein shall be deemed to authorize or empower the agency to act as an agent for the Customer in connection with the exercise of any rights hereunder, and neither party shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. The other agency shall be solely responsible for any debts, liabilities, damages, claims or expenses incurred in connection with any agreement established between them and JSMS.

5.18. EXECUTION: This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, JSMS and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Jenoptik Smart Mobility Solutions, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: _____

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Agreed to:

The Town of Orange Park, FL

By: _____
Authorized signature

Name: _____

Title: _____

Email: _____

Date: _____

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Automated Traffic Enforcement
EXHIBIT A

Additional Terms and Conditions for
Installation of Camera Poles

In the event that JSMS is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of the Service Attachment, the following additional terms and conditions shall apply:

A. **Equipment**. JSMS shall install, operate, and maintain a minimum of six (6) fixed location or mobile traffic enforcement cameras systems (each a "Camera"), in accordance with JSMS standard installation and maintenance practices. The Cameras provided under this Section 2.1 will consist of seven (7) fixed Red Light enforcement cameras ("Red Light Cameras")

B. **Obtaining Permits.** JSMS shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will be responsible for providing to JSMS, at no cost, all Customer permits necessary for the installation of Camera Poles provided JSMS meets the minimum requirements for such permits. JSMS will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist JSMS in securing necessary permits from other governmental agencies, as required.

C. **Installation.** JSMS will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved, and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Installation of a Camera Pole in connection with the relocation of an installed Camera may be subject to a Camera Pole Installation Fee, as described in Section 2.3 of the Service Attachment.

D. **Camera Installation; Camera Poles.** Notwithstanding anything to the contrary in the Agreement or Service Attachment, JSMS shall provide and install Camera Poles at locations agreed to by JSMS and Customer. This installation concession is specific to the Customer and this Service Attachment and shall not constitute pricing, terms, or conditions available to any other governmental entity utilizing, adopting, or piggybacking upon the Agreement. Any Camera Pole installation for another governmental entity shall be subject to JSMS's then-current pricing and mutually agreed terms.

E. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, JSMS shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, JSMS will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. JSMS shall use commercially reasonable efforts such that removal and restoration activities occur within

thirty (30) business days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

F. **Florida UTC.** JSMS shall provide the mailing of Uniform Traffic Citations ("UTCs") issued in connection with Customer's Program at no additional charge to Customer. This no-cost UTC mailing provision is a customer-specific concession applicable solely to Customer under this Service Attachment and does not constitute standard pricing, terms, or services available under the Agreement. Any governmental entity other than Customer electing to procure services pursuant to, through, or in reliance upon this Agreement, including through a cooperative purchasing or piggyback arrangement, shall not be entitled to this concession, and UTC mailing services for such entity shall be separately priced based upon JSMS's then-current pricing and the scope of services requested.

G. **Flexible Payment Plan**. This Flexible Payment Plan is intended to ensure that the Program remains cost-neutral to the Customer, such that the Customer shall not be required to make payments to JSMS in excess of total Program Revenues collected during the term of the Agreement. This Flexible Payment Plan provision is a customer-specific concession applicable solely to Customer under this Service Attachment and does not constitute standard pricing, terms, or services available under the Agreement. Any governmental entity other than Customer electing to procure services pursuant to, through, or in reliance upon this Agreement, including through a cooperative purchasing or piggyback arrangement, shall not be entitled to this concession, and a Flexible Payment Plan for such entity shall be separately agreed upon between JSMS and contracting party based upon JSMS's then-current pricing and the scope of services requested. For purposes of this Section, "Program Revenues" shall mean all fines, penalties, administrative fees, or other funds actually collected by or on behalf of the Customer from citations issued under this Program, net of any mandatory state or court fees or surcharges. During the term of the Agreement or any renewal term, payments by the Customer may be made under a JSMS flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due JSMS. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to JSMS during the term of the Agreement. If, during the initial term, renewal terms or upon program termination, total Program Revenues collected by the Customer are insufficient to pay the cumulative Fees invoiced to date, the Customer shall not be obligated to make payments to JSMS in excess of such Program Revenues. This cost-neutrality provision shall survive termination and shall not be invalidated by delays or shortfalls in enforcement or collection beyond the Customer's reasonable control. This Flexible Payment Plan will be applied as follows: JSMS will maintain an accounting of any net balances owed JSMS each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the JSMS invoice for the same month, the Customer shall pay JSMS the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the JSMS invoice for the same month, the Customer shall pay JSMS only the amount collected during the same month, and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide JSMS with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due JSMS will be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the JSMS invoices, including any accrued balance are fully repaid, Customer will retain all additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by Customer) will be available to offset future JSMS invoices during the term of the Agreement and any renewal term. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per Camera System basis or on a per month basis. The flex payment plan will be defined per camera

enforcement type IE: red light camera system and school zone speed camera system. These systems will operate independently and will have separate accounting and deposit programs. The parties shall conduct a joint monthly reconciliation of Program Revenues and JSMS invoices. JSMS shall provide the Customer with detailed accounting data, and the Customer shall retain the right to conduct or commission an independent audit of JSMS accounting relevant to this Program.

a. Example: Fee of $3,750 per Camera System per month and four (4) cameras installed. If during Month 1 camera #1 revenue is $4,000, camera #2 revenue is $2,500, camera #3 revenue is $5,000 and camera #4 revenue is $2,000, the total revenue from the Camera System for the month is $17,500. JSMS would invoice Customer for $15,000 ($3,750 x 4 Camera Systems). However, Customer would only be required to pay $13,500 in Month 1 and the $1,500 deficit would carry over to subsequent months. If in Month 2 the combined revenue from the 4 Camera Systems was $25,000, JSMS would invoice the Customer $15,000 ($3,750 X 4 Camera Systems) and the prior month $1,500 deficit would also be due. The Customer is not responsible for any previously deferred balance remaining after termination of the Agreement as long as the termination of the contract is not due to the deficit owed to JSMS.

H. **Flexible Payment Plan – Limitations**. This provision shall not apply only where the Customer willfully fails to enforce the Program or withholds material information necessary for reconciliation, after written notice and a thirty (30) day opportunity to cure. Ordinary enforcement delays, administrative discretion, or circumstances beyond the Customer's control shall not void cost neutrality. If at the time of termination there is any debt or deficit, the balance will be written off and the Customer will not be obligated to pay.

I. **Termination Fee**. No termination fee shall apply to Customer for termination for convenience. This Termination Fee provision is a customer-specific concession applicable solely to Customer under this Service Attachment and does not constitute standard pricing, terms, or services available under the Agreement. Any governmental entity other than Customer electing to procure services pursuant to, through, or in reliance upon this Agreement, including through a cooperative purchasing or piggyback arrangement, shall not be entitled to this concession, and UTC mailing services for such entity shall be separately priced based upon JSMS's then-current pricing and the scope of services requested.

[Signature Page Follows]

IN WITNESS WHEREOF, JSMS and Customer have caused this Exhibit to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Jenoptik Smart Mobility Solutions, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: _____

Agreed to:

The Town of Orange Park, FL

By: _____
Authorized signature

Name: _____

Title: _____

Email: _____

Date: _____

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Automated Traffic Enforcement
Services Attachment

This Automated Traffic Enforcement Services Attachment is incorporated into, and governed by the terms of, the Master Services Agreement preceding. In the event of a conflict between the terms of the Master Services Agreement and this Services Attachment, the terms of this Services Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Services Agreement.

1. SERVICES FEES

1.1. **Red Light Photo Violation Enforcement Services.** For the Initial Term pursuant to Section 1.1 of the Master Services Agreement a fee of $3,750.00 per camera per month (includes 400 mailed notices per month per camera).

1.1.1. JSMS Fees will be fixed for the initial term of the agreement; thereafter, prices will be reviewed at the renewal and agreed upon by JSMS and customer. Any increase would be negotiated and agreed upon by JSMS and Customer.

1.1.2. Flexible Payment Plan. If agreed upon by JSMS and Customer see attached Exhibit

1.2. **Speed Enforcement Services.** Customer shall select one of the following two pricing structures for Speed Enforcement Services upon execution of this Service Attachment. The pricing structure selected by Customer shall apply for the Initial Term and may only be changed thereafter by mutual written agreement of the parties.

1.2.1. **Option 1 –** A fee of; $21.50 (twenty-one dollars and fifty cents) per paid Notice of Violation; of all Notice of Violation fines collected by or on behalf of JSMS pursuant to Sections 3.7 and 4.5 of the Agreement (not including Credit Card Convenience Fees, if any), or;

1.2.2. **Option 2 –** A fee of; $15.50 (fifteen dollars and fifty cents) per issued Notice of Violation (not including Credit Card Convenience Fees, if any).

Customer Selection: ☐ Option 1 ☐ Option 2

1.3. **Camera Relocation Fee.** A fee equal to be mutually agreed by the parties in the event of certain relocations of a Camera described in Section 2.3 of this Service Attachment ("Camera Relocation Fee").

1.4. **Subsequent Notice Fee.** There will be no subsequent notices for this program so no fees will apply.

1.5. **Termination Fee.** A Termination Fee, as defined in Exhibit A of the Agreement.

1.6. **Additional Provided Services.**

1.6.1. During the term of this Agreement, from time-to-time JSMS may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from JSMS the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties

1.7. **Favored Nations**. If JSMS enters into a future Red Light enforcement camera agreement with any other municipality in the State of Florida wherein that agreement has a lower monthly service rate as noted in Section 1.1 of this service attachment, the Customer shall benefit from that agreement language solely regarding said lower monthly rate. For avoidance of doubt, customer-specific concessions, incentives, installation costs, implementation costs, or other non-recurring charges shall not constitute a monthly service rate for purposes of this Section.

2. SCOPE OF SERVICES

2.1. **Equipment.** JSMS shall install, operate, and maintain fixed location or mobile traffic enforcement cameras systems (each a "Camera"), number to be agreed upon by JSMS and Customer in Exhibit A, in accordance with JSMS standard installation and maintenance practices. The Cameras provided under this Section 2.1 will consist of fixed Red Light enforcement cameras ("Red Light Cameras")

2.2. **Camera Installation; Camera Poles.** JSMS will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by JSMS and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may elect to install a pole as described in Section 3.3 of this Service Attachment, or JSMS will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a "Camera Pole").

2.3. **Relocation by JSMS.** Customer may relocate a Camera once during the Initial Term or any Renewal Term at no cost to Customer as long as such relocation does not require the installation of a Camera Pole. If Customer requests that a Camera be relocated more than once during any Initial Term or Renewal Term to a Customer owned or controlled pole, Customer will incur a Camera Relocation Fee as set forth in Section 1.3 of this Service Attachment. Upon ten (10) business days prior written notice from Customer, JSMS will move a Camera to a new location identified by Customer. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, JSMS may charge Customer a reasonable Service Fee for such installation ("Camera Pole Installation Fee").

2.4. **Relocation Training.** Customer may elect to have JSMS train one (1) or more Customer personnel in how to move an installed Camera to a new location, including how to attach and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. Once Customer designees have completed such training, upon seven (7) business days prior written notice from Customer, such designees may relocate a Camera on a mutually agreed date and time in accordance with such training to a location with a viable Camera pole. Customer shall be responsible for any damage to a JSMS Camera incurred during any relocation by Customer.

2.5. **24-Hour Operation.** JSMS shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").

2.6. **Images and Data Processing.** JSMS will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c)

assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a "Violation Package"). JSMS will use commercially reasonable efforts to complete these activities within seven (7) business days of the date of violation (waiver for incidences beyond JSMS control, IE: natural disaster, terrorist acts, etc.).

2.7. **Notices of Violation.** Within five (5) business days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, JSMS shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then JSMS will reissue the Notice of Violation to that different violator within five (5) business days after such identification (waiver for incidences beyond JSMS control, IE: natural disaster, terrorist acts, etc.). JSMS shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.

2.8. **Equipment Maintenance and Repair.** JSMS shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. JSMS shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. JSMS will use commercially reasonable efforts to notify Customer and initiate repairs within twenty-four (24) hours after identification of any material damage, defect, or other issue with respect to the Equipment. JSMS shall use commercially reasonable efforts to restore an inoperable camera system to full operation within 48 hours after identification of the outage.

2.9. **Signage.** If required by State legislation or local governing ordinance, JSMS will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. JSMS shall provide and install additional signage as requested by Customer and agreed by JSMS at Customer's expense.

2.10. **Traffic Studies.** If agreed in writing by JSMS and Customer, JSMS will conduct an informal traffic study for proposed enforcement locations (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Master Services Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

3. CUSTOMER RESPONSIBILITIES

3.1. **Review of Violations.** Customer will provide sworn police officers, community service officers or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. Customer is solely responsible for determining which violations identified by JSMS are issued as Notices of Violation.

3.2. **Customer Infrastructure.** Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer

owned or controlled poles, Customer will provide JSMS with access to such poles, and electric for operation of the Cameras on such poles, at no charge to JSMS.

3.3. **Camera Pole Installation by Customer.** In the event Customer elects to install a JSMS-provided Camera Pole as contemplated by Section 2.2 of this Service Attachment, Customer shall be responsible for obtaining all necessary permits and constructing a foundation in accordance with JSMS specifications. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Customer will commence installation of Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved, and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits or for Customer's delay in installation. Customer shall be responsible for any damage to a Camera Pole or Camera, or personal injury (including death) or damage to real or tangible personal property, resulting from the installation of a Camera Pole by Customer pursuant to this Section 3.3.

4. COMPLIANCE WITH FLORIDA RECORDS LAW

4.1. JSMS understands and agrees that it will comply with Florida public records law, and more specifically, that:

4.1.1. JSMS will and maintain public records required by the Customer to perform the service;

4.1.2. Upon request from the Customer's custodian of public records, JSMS will provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

4.1.3. JSMS will 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 term of the Agreement (as the same may be renewed from time to time) and following completion of the Agreement if JSMS does not transfer the records to Customer.

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

4.2. If JSMS has questions regarding the application of chapter 119, Florida statutes, to JSMS's duty to provide public records relating to this agreement, contact the custodian of public records at _____

[Signature Page Follows]

IN WITNESS WHEREOF, JSMS and Customer have caused the Service Attachment to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Jenoptik Smart Mobility Solutions, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: _____

Agreed to:

The Town of Orange Park, FL

By: _____
Authorized signature

Name: _____

Title: _____

Email: _____

Date: _____

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Master Services Agreement

This Master Services Agreement is made on 10/22/2026 (the "Effective Date"), between JENOPTIK SMART MOBILITY SOLUTIONS, LLC, a member of the Jenoptik group, and a limited liability company duly organized under the laws of Delaware, having its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (hereinafter referred to as JSMS) and the City of Green Cove Springs with a principal business address at 321 Walnut Street, Green Cove Springs, FL 32043 (hereinafter referred as the "Customer").

WHEREAS Customer wishes to retain the business and technology services of JSMS (the "Services") as set forth in this Master Services Agreement (the "Agreement") and in one or more attachments, incorporated herein by reference (each a "Service Attachment") to facilitate the detection, issuance and/or processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program"); and

WHEREAS in connection with each Service, JSMS agrees to provide the equipment described in a Service Attachment ("Equipment"); and

WHEREAS JSMS also agrees to provide Customer with access to certain proprietary technology (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Notice of Violation"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

1.1. **Initial Term; Extensions.** The Agreement shall commence on the Activation Date of the last installed camera system and continue for a period of 4 years (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for 3 years (each a "Renewal Term" and, collectively with the Initial Term, the "Term"), unless either party provides a written notice to terminate not later than thirty (30) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.

1.2. **Termination by Agreement.** This Agreement may be terminated at any time by the mutual written agreement of JSMS and Customer.

1.3. **Termination for Cause.** Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if: (a) the other party has breached its obligations under the Agreement or the Service Attachment, as applicable; (b) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by JSMS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce Notices of Violation. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement or a Service Attachment, the notice must provide the other party with an opportunity to cure the breach during the sixty (60) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b)

or (c) above, JSMS or Customer may suspend the Services described in such Service Attachment, immediately upon the effective date of such amendment or ruling, as applicable.

1.4. **Termination by Customer for Convenience.** Either party may terminate this Agreement at its convenience by giving not less than ninety (90) days' prior written notice. If Customer terminates this Agreement, or any Service Attachment, for convenience, Customer shall pay JSMS the termination for convenience fee, if any, set forth in each applicable Service Attachment (the "Termination Fee"). Any Termination Fee must be paid within thirty (30) days after the Effective Date of Termination.

1.5. **Effect of Termination.** On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 5.2 (Ownership; Licenses), 5.3 (Indemnification Obligations), 5.4 (Limitation of Liability), 5.9 (Applicable Law; Jurisdiction and Venue), and 5.14 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, JSMS will continue to process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.

1.6. **Removal of Equipment.** Within thirty (30) days following the Effective Date of Termination, JSMS shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

2. COMPENSATION

In consideration for Services, Customer shall pay JSMS as follows:

2.1. **Service Fees.** Customer shall pay JSMS those fees set forth in one or more Service Attachments (the "Service Fees"). JSMS Fees will be fixed for the initial term of the Agreement; thereafter, prices will be reviewed at the renewal and agreed upon by JSMS and customer. Any increase would be negotiated and agreed upon by JSMS and Customer.

2.2. Service Fees Payment.

2.2.1. Invoicing. JSMS shall provide an itemized invoice to Customer within ten (10) days of each revenue sweep from the Master Account to a Customer-designated account as described in Section 3.7. Each invoice shall indicate the total amounts collected pursuant to each Service Attachment and the Service Fees deducted by JSMS from such amounts.

2.2.2. **Fees are Sole Compensation.** Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be JSMS's sole compensation for the Services. All costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System shall remain the responsibility of JSMS unless otherwise set forth in a Service Attachment.

3. SCOPE OF SERVICES

3.1. **JSMS Project Manager.** JSMS will designate one JSMS employee as Customer's principal contact at JSMS ("JSMS Project Manager").

3.2. **Services; System Operation.** JSMS shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. JSMS shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.5. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers.

3.3. **System Upgrades.** In the event JSMS makes upgrades to the software or related performance capabilities of the System generally available to its customers, JSMS will provide such upgrades without charge to Customer.

3.4. **Customer Personnel Training.** On days and at times agreed by the parties, JSMS will provide training to Customer personnel designated by Customer with respect to accessing and using the System. JSMS may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").

3.5. **Notices of Violation.** Except for Notices of Violation issued by Customer personnel at the time of violation, JSMS shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), or an individual designated by a registered owner as the violator if permitted by applicable law, who has not paid a Notice of Violation in a timely manner, JSMS may send additional notices thereafter as further described in a Service Attachment.

3.6. **Payment Methods; Telephone Support.** JSMS shall provide the registered owner(s) or designated violator the opportunity to pay or contest a Notice of Violation using one of the following methods: "by web," "by telephone," and "by mail." To the extent permitted by applicable law, JSMS may pass through to registered owners any reasonable credit card convenience fees imposed upon JSMS by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to JSMS by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, JSMS will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of **8:00 a.m. to 4:00 p.m. (EST)** Monday through Friday, not including state and federal holidays. Payment methods and telephone support will continue for a period extending for 120 days beyond the termination date.

3.7. **Deposit of Fines.** JSMS will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. JSMS will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by JSMS; and (b) for Customer to have viewing rights to the Master Account. JSMS will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account on or around the 15st of each month, provided, however, that JSMS shall deduct from each funds sweep those Service Fees owed by Customer for the Services pursuant to Section 2.

3.8. **Storage of Violation Data.** JSMS will store all violation data until payment is received, or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period. Upon termination, Customer will be provided copies of all historical data to include access and capabilities to process and enforce all issued citations.

3.9. **NLETS Requirements.** All authorized JSMS or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal, state and NLETS requirements.

3.10. **Reports.** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.

3.11. **Public Awareness.** JSMS shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. JSMS shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. **Insurance.** JSMS shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12.

3.12.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	Statutory
Employer's Liability:	$500,000 ea. accident-injury
	$500,000 ea. employee-disease
	$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

3.12.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.3. Comprehensive General Liability with limits not less than $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.4. Umbrella Liability with limits not less than $2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 3.12.1 through 3.12.3 above.

3.12.5. JSMS shall list Customer as an additional insured and certificate holder under all of the policies described in this Section 3.12 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.12 prior to commencing work on the System.

4. CUSTOMER RESPONSIBILITIES

4.1. **Customer Project Manager.** Customer will designate one Customer employee as JSMS's principal contact at Customer ("Customer Project Manager").

4.2. **Cooperation.** Customer will cooperate with JSMS during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

4.3. **Access to Information Services.** To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for JSMS to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. **Business Rules.** Customer will establish and document certain Program parameters as reasonably requested by JSMS (the "Business Rules"). Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. **Collection of Unpaid Fines.** For any Services for which JSMS is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain JSMS to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. JSMS represents and warrants that at all times during the Term:

a. it has the legal power to enter into the Agreement and any Service Attachment;

b. the Equipment will conform with all written specifications provided by JSMS to Customer;

c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;

d. it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

e. it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the

Department of Revenue in the state in which Customer is located unless JSMS is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against JSMS by the Auditor of such state;

f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and

g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. JSMS *further* represents and warrants to Customer that JSMS and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly, or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;

b. it has the legal right to grant the licenses set forth in Section 5.2.3, and

c. it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state, and local laws.

5.1.3. Except as otherwise provided in this section 5.1:

A. The parties expressly disclaim all other warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as well as all warranties arising by usage of trade, course of dealing or course of performance.

b. JSMS makes no other warranty that the services, the equipment or the system will meet customer's requirements, or that the services and systems will be uninterrupted, timely, secure, or error free; nor does JSMS make any warranty as to the results that may be obtained from the use of the services, the equipment or the system. The program data and program materials are provided "as is" without warranties of any kind.

5.2. Ownership; Licenses.

5.2.1. **Program Data.** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by JSMS related specifically to the Program or its operation ("Program Data"). Customer grants to JSMS: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer,

its personnel and violators are not identified, in order to evaluate and enhance JSMS 's systems and services. JSMS and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, with the prior written consent of Customer.

5.2.2. **Program Materials.** JSMS shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of JSMS), templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by JSMS in performing services for its clients ("Program Materials"). JSMS grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

5.2.3. **Customer Marks.** Customer hereby grants to JSMS and its affiliates a non-exclusive, non-transferable, sublicensable, license during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. JSMS will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, JSMS and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, with the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo, or other marks of JSMS or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of JSMS.

5.3. Indemnification Obligations.

5.3.1. JSMS shall indemnify, defend, and hold harmless Customer and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assigns and all persons acting through, by, under or in concert with them (the "Customer Indemnitees") from and against any and all third-party claims arising out of or related to:

a. any material breach of the representations and warranties of JSMS set forth in Section 5.1.1;

b. negligence or misconduct of JSMS or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Customer Indemnitee; or

c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, JSMS will either: (i) enable Customer to continue to use the System; (ii) modify the System to render it non-infringing; or (iii) replace the System with a replacement System at least functionally equivalent. If JSMS determines that none of these alternatives is reasonably available, JSMS shall have the right to terminate this Agreement effective immediately.

5.3.2. To the extent not prohibited by the constitution or laws of the state in which Customer is located, Customer shall indemnify, defend, and hold harmless JSMS and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assigns and all persons acting through, by, under or in concert with them (including but not limited to Equipment suppliers and installers) (the "JSMS Indemnitees") from and against any and all third party claims arising out of or related to:

a. any material breach of the representations and warranties of Customer set forth in Section 5.1.2;

b. negligence or misconduct of Customer or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any JSMS Indemnitee; or

c. the validity of the results of Customer's use of the System or any portion thereof; or the validity of any Notice of Violation issued, prosecuted, and collected as a result of Customer's use of the System except to the extent caused by JSMS's failure to comply with the terms of the Agreement.

5.3.3. In the event of any third-party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.3 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.

5.4. Limitation of liability. Except for amounts payable with respect to the indemnification obligations set forth in section 5.3: (a) neither party shall be liable to the other for lost profits or for any indirect, incidental, consequential, special, punitive or exemplary damages in connection with the agreement, the services, or the systems, however caused, under any theory of liability; and (b) the aggregate liability of either party for direct damages arising out of the agreement and the transactions contemplated hereby shall be limited to the service fees paid or payable by customer under the applicable service attachment during the twelve (12) months prior to the event giving rise to such claim.

5.5. Vandalism, Loss, and Damage

5.5.1. **Local Law Enforcement Reporting and Investigation.** In the event of any act of theft, physical damage, malicious mischief, or vandalism affecting JSMS's equipment or property deployed under this Agreement, Customer or JSMS shall promptly notify the other upon discovering or becoming aware of such incident. Customer and JSMS shall fully cooperate to ensure that every instance of theft or vandalism is formally reported to local law enforcement. Customer shall require the local police department or applicable law enforcement agency having jurisdiction over the deployment site to thoroughly investigate all reported acts of theft or vandalism.

5.5.2. **Vandalism Cost Recovery.** Customer may be responsible for reimbursing Jenoptik for the actual, reasonable costs of repairing, replacing, or restoring equipment damaged or destroyed as a result of acts of vandalism or third-party interference, provided that:

a. There are more than three (3) acts of vandalism in a single calendar month, and JSMS provides prompt written notice of the damage along with a copy of the official police report filed with local law enforcement; and
b. JSMS submits an itemized invoice detailing the labor, materials, and replacement parts required to restore the equipment to full operational capability.

5.6. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (a) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

5.7. Relationship Between JSMS and Customer. JSMS is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.

5.8. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, JSMS may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and JSMS may use third party contractors to fulfill its obligations to provide certain Services provided that JSMS shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.9. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:

5.9.1. When a conflict arises between Customer and JSMS, the project team members will first strive to work out the problem internally.

5.9.2. If the project team cannot resolve the conflict within five (5) business days, Customer Project Manager identified pursuant to Section 4.1 and the JSMS Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.

5.9.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of JSMS will meet with senior level administrator for Customer within five (5) business days to resolve the issue.

5.9.4. If no resolution is reached pursuant to Section 5.9.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.

5.9.5. During any conflict resolution as described in this section 5.9, JSMS agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

5.10. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.11. Entire Agreement; Amendment. This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.

5.12. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

5.13. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

5.14. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

5.15. Notices. Any notices provided pursuant to this Agreement shall be effective three (3) days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

5.16. CHANGE ORDERS.

5.16.1. Customer may request the addition of any products or services, including, but not limited to school zone speed enforcement, that JSMS provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to JSMS. Upon JSMS's receipt of the Change Order Notice, JSMS shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement.

5.17. Cooperative Agreement. If authorized by JSMS, the Customer will allow other state and local governmental agencies, political subdivisions, and/ or school districts ("Agency") to utilize this agreement

under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the Customer in the current term or in any future terms. Nothing herein shall be deemed to authorize or empower the agency to act as an agent for the Customer in connection with the exercise of any rights hereunder, and neither party shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. The other agency shall be solely responsible for any debts, liabilities, damages, claims or expenses incurred in connection with any agreement established between them and JSMS.

5.18. **EXECUTION**: This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, JSMS and Customer have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Jenoptik Smart Mobility Solutions, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: 10/22/2026

Agreed to:

The City of Green Cove Springs, FL

By: _____
Authorized signature

Name: Mike Null

Title: Interim City Manager

Email: mnull@greencovesprings.com

Date: 10/22/26

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Attested to:

By: _____
Authorized signature

Shawn Hines
Name (type or print):

Date: ~~10/22/2026~~
10/22/2026

Automated Traffic Enforcement

EXHIBIT A

Additional Terms and Conditions for
Installation of Camera Poles

In the event that JSMS is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of the Service Attachment, the following additional terms and conditions shall apply:

A. **Equipment**. JSMS shall install, operate, and maintain a minimum of five (5) fixed location or mobile traffic enforcement cameras systems (each a "Camera"), in accordance with JSMS standard installation and maintenance practices. The Cameras provided under this Section 2.1 will consist of five (5) fixed Red Light enforcement cameras ("Red Light Cameras")

B. **Obtaining Permits.** JSMS shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will be responsible for providing to JSMS, at no cost, all Customer permits necessary for the installation of Camera Poles provided JSMS meets the minimum requirements for such permits. JSMS will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist JSMS in securing necessary permits from other governmental agencies, as required.

C. **Installation.** JSMS will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved, and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Installation of a Camera Pole in connection with the relocation of an installed Camera may be subject to a Camera Pole Installation Fee, as described in Section 2.3 of the Service Attachment.

D. **Camera Installation; Camera Poles.** Notwithstanding anything to the contrary in the Agreement or Service Attachment, JSMS shall provide and install Camera Poles at locations agreed to by JSMS and Customer. This installation concession is specific to the Customer and this Service Attachment and shall not constitute pricing, terms, or conditions available to any other governmental entity utilizing, adopting, or piggybacking upon the Agreement. Any Camera Pole installation for another governmental entity shall be subject to JSMS's then-current pricing and mutually agreed terms.

E. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, JSMS shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, JSMS will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. JSMS shall use commercially reasonable efforts such that removal and restoration activities occur within

thirty (30) business days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

F. **Florida UTC.** JSMS shall provide the mailing of Uniform Traffic Citations ("UTCs") issued in connection with Customer's Program at no additional charge to Customer. This no-cost UTC mailing provision is a customer-specific concession applicable solely to Customer under this Service Attachment and does not constitute standard pricing, terms, or services available under the Agreement. Any governmental entity other than Customer electing to procure services pursuant to, through, or in reliance upon this Agreement, including through a cooperative purchasing or piggyback arrangement, shall not be entitled to this concession, and UTC mailing services for such entity shall be separately priced based upon JSMS's then-current pricing and the scope of services requested.

G. **Flexible Payment Plan**. This Flexible Payment Plan is intended to ensure that the Program remains cost-neutral to the Customer, such that the Customer shall not be required to make payments to JSMS in excess of total Program Revenues collected during the term of the Agreement. This Flexible Payment Plan provision is a customer-specific concession applicable solely to Customer under this Service Attachment and does not constitute standard pricing, terms, or services available under the Agreement. Any governmental entity other than Customer electing to procure services pursuant to, through, or in reliance upon this Agreement, including through a cooperative purchasing or piggyback arrangement, shall not be entitled to this concession, and a Flexible Payment Plan for such entity shall be separately agreed upon between JSMS and contracting party based upon JSMS's then-current pricing and the scope of services requested. For purposes of this Section, "Program Revenues" shall mean all fines, penalties, administrative fees, or other funds actually collected by or on behalf of the Customer from citations issued under this Program, net of any mandatory state or court fees or surcharges. During the term of the Agreement or any renewal term, payments by the Customer may be made under a JSMS flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due JSMS. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to JSMS during the term of the Agreement. If, during the initial term, renewal terms or upon program termination, total Program Revenues collected by the Customer are insufficient to pay the cumulative Fees invoiced to date, the Customer shall not be obligated to make payments to JSMS in excess of such Program Revenues. This cost-neutrality provision shall survive termination and shall not be invalidated by delays or shortfalls in enforcement or collection beyond the Customer's reasonable control. This Flexible Payment Plan will be applied as follows: JSMS will maintain an accounting of any net balances owed JSMS each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the JSMS invoice for the same month, the Customer shall pay JSMS the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the JSMS invoice for the same month, the Customer shall pay JSMS only the amount collected during the same month, and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide JSMS with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due JSMS will be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the JSMS invoices, including any accrued balance are fully repaid, Customer will retain all additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by Customer) will be available to offset future JSMS invoices during the term of the Agreement and any renewal term. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per Camera System basis or on a per month basis. The flex payment plan will be defined per camera

enforcement type IE: red light camera system and school zone speed camera system. These systems will operate independently and will have separate accounting and deposit programs. The parties shall conduct a joint monthly reconciliation of Program Revenues and JSMS invoices. JSMS shall provide the Customer with detailed accounting data, and the Customer shall retain the right to conduct or commission an independent audit of JSMS accounting relevant to this Program.

a. Example: Fee of $3,750 per Camera System per month and four (4) cameras installed. If during Month 1 camera #1 revenue is $4,000, camera #2 revenue is $2,500, camera #3 revenue is $5,000 and camera #4 revenue is $2,000, the total revenue from the Camera System for the month is $17,500. JSMS would invoice Customer for $15,000 ($3,750 x 4 Camera Systems). However, Customer would only be required to pay $13,500 in Month 1 and the $1,500 deficit would carry over to subsequent months. If in Month 2 the combined revenue from the 4 Camera Systems was $25,000, JSMS would invoice the Customer $15,000 ($3,750 X 4 Camera Systems) and the prior month $1,500 deficit would also be due. The Customer is not responsible for any previously deferred balance remaining after termination of the Agreement as long as the termination of the contract is not due to the deficit owed to JSMS.

H. **Flexible Payment Plan – Limitations**. This provision shall not apply only where the Customer willfully fails to enforce the Program or withholds material information necessary for reconciliation, after written notice and a thirty (30) day opportunity to cure. Ordinary enforcement delays, administrative discretion, or circumstances beyond the Customer's control shall not void cost neutrality. If at the time of termination there is any debt or deficit, the balance will be written off and the Customer will not be obligated to pay.

I. **Termination Fee**. No termination fee shall apply to Customer for termination for convenience. This Termination Fee provision is a customer-specific concession applicable solely to Customer under this Service Attachment and does not constitute standard pricing, terms, or services available under the Agreement. Any governmental entity other than Customer electing to procure services pursuant to, through, or in reliance upon this Agreement, including through a cooperative purchasing or piggyback arrangement, shall not be entitled to this concession, and UTC mailing services for such entity shall be separately priced based upon JSMS's then-current pricing and the scope of services requested.

[Signature Page Follows]

IN WITNESS WHEREOF, JSMS and Customer have caused this Exhibit to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Jenoptik Smart Mobility Solutions, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: 10/27/2026

Agreed to:

The City of Green Cove Springs, FL

By: _____
Authorized signature

Name: Mike Null

Title: Interim City Manager

Email: mnull@greencovesprings.com

Date: 10/22/26

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Attested to:

By: _____
Authorized signature

Shanon Hinds
Name (type or print):

Date: 10/22/2026

Automated Traffic Enforcement
Services Attachment

This Automated Traffic Enforcement Services Attachment is incorporated into, and governed by the terms of, the Master Services Agreement preceding. In the event of a conflict between the terms of the Master Services Agreement and this Services Attachment, the terms of this Services Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Services Agreement.

1. SERVICES FEES

1.1. **Red Light Photo Violation Enforcement Services.** For the Initial Term pursuant to Section 1.1 of the Master Services Agreement a fee of $3,750.00 per camera per month (includes 400 mailed notices per month per camera).

1.1.1. JSMS Fees will be fixed for the initial term of the agreement; thereafter, prices will be reviewed at the renewal and agreed upon by JSMS and customer. Any increase would be negotiated and agreed upon by JSMS and Customer.

1.1.2. Flexible Payment Plan. If agreed upon by JSMS and Customer see attached Exhibit

1.2. **Speed Enforcement Services.** Customer shall select one of the following two pricing structures for Speed Enforcement Services upon execution of this Service Attachment. The pricing structure selected by Customer shall apply for the Initial Term and may only be changed thereafter by mutual written agreement of the parties.

1.2.1. **Option 1 –** A fee of; $21.50 (twenty-one dollars and fifty cents) per paid Notice of Violation; of all Notice of Violation fines collected by or on behalf of JSMS pursuant to Sections 3.7 and 4.5 of the Agreement (not including Credit Card Convenience Fees, if any), or;

1.2.2. **Option 2 –** A fee of; $15.50 (fifteen dollars and fifty cents) per issued Notice of Violation (not including Credit Card Convenience Fees, if any).

Customer Selection: ☐ Option 1 ☒ Option 2

1.3. **Camera Relocation Fee.** A fee equal to be mutually agreed by the parties in the event of certain relocations of a Camera described in Section 2.3 of this Service Attachment ("Camera Relocation Fee").

1.4. **Subsequent Notice Fee.** There will be no subsequent notices for this program so no fees will apply.

1.5. **Termination Fee.** A Termination Fee, as defined in Exhibit A of the Agreement.

1.6. **Additional Provided Services.**

1.6.1. During the term of this Agreement, from time-to-time JSMS may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from JSMS the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties

1.7. **Favored Nations**. If JSMS enters into a future Red Light enforcement camera agreement with any other municipality in the State of Florida wherein that agreement has a lower monthly service rate as noted in Section 1.1 of this service attachment, the Customer shall benefit from that agreement language solely regarding said lower monthly rate. For avoidance of doubt, customer-specific concessions, incentives, installation costs, implementation costs, or other non-recurring charges shall not constitute a monthly service rate for purposes of this Section.

2. SCOPE OF SERVICES

2.1. **Equipment.** JSMS shall install, operate, and maintain fixed location or mobile traffic enforcement cameras systems (each a "Camera"), number to be agreed upon by JSMS and Customer in Exhibit A, in accordance with JSMS standard installation and maintenance practices. The Cameras provided under this Section 2.1 will consist of fixed Red Light enforcement cameras ("Red Light Cameras")

2.2. **Camera Installation; Camera Poles.** JSMS will install Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by JSMS and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may elect to install a pole as described in Section 3.3 of this Service Attachment, or JSMS will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a "Camera Pole").

2.3. **Relocation by JSMS.** Customer may relocate a Camera once during the Initial Term or any Renewal Term at no cost to Customer as long as such relocation does not require the installation of a Camera Pole. If Customer requests that a Camera be relocated more than once during any Initial Term or Renewal Term to a Customer owned or controlled pole, Customer will incur a Camera Relocation Fee as set forth in Section 1.3 of this Service Attachment. Upon ten (10) business days prior written notice from Customer, JSMS will move a Camera to a new location identified by Customer. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, JSMS may charge Customer a reasonable Service Fee for such installation ("Camera Pole Installation Fee").

2.4. **Relocation Training.** Customer may elect to have JSMS train one (1) or more Customer personnel in how to move an installed Camera to a new location, including how to attach and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. Once Customer designees have completed such training, upon seven (7) business days prior written notice from Customer, such designees may relocate a Camera on a mutually agreed date and time in accordance with such training to a location with a viable Camera pole. Customer shall be responsible for any damage to a JSMS Camera incurred during any relocation by Customer.

2.5. **24-Hour Operation.** JSMS shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").

2.6. **Images and Data Processing.** JSMS will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c)

assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a "Violation Package"). JSMS will use commercially reasonable efforts to complete these activities within seven (7) business days of the date of violation (waiver for incidences beyond JSMS control, IE: natural disaster, terrorist acts, etc.).

2.7. **Notices of Violation.** Within five (5) business days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, JSMS shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then JSMS will reissue the Notice of Violation to that different violator within five (5) business days after such identification (waiver for incidences beyond JSMS control, IE: natural disaster, terrorist acts, etc.). JSMS shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.

2.8. **Equipment Maintenance and Repair.** JSMS shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. JSMS shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. JSMS will use commercially reasonable efforts to notify Customer and initiate repairs within twenty-four (24) hours after identification of any material damage, defect, or other issue with respect to the Equipment. JSMS shall use commercially reasonable efforts to restore an inoperable camera system to full operation within 48 hours after identification of the outage.

2.9. **Signage.** If required by State legislation or local governing ordinance, JSMS will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. JSMS shall provide and install additional signage as requested by Customer and agreed by JSMS at Customer's expense.

2.10. **Traffic Studies.** If agreed in writing by JSMS and Customer, JSMS will conduct an informal traffic study for proposed enforcement locations (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Master Services Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

3. CUSTOMER RESPONSIBILITIES

3.1. **Review of Violations.** Customer will provide sworn police officers, community service officers or other designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. Customer is solely responsible for determining which violations identified by JSMS are issued as Notices of Violation.

3.2. **Customer Infrastructure.** Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer

IN WITNESS WHEREOF, JSMS and Customer have caused the Service Attachment to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Jenoptik Smart Mobility Solutions, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: 10/27/2026

Agreed to:

The City of Green Cove Springs, FL

By: _____
Authorized signature

Name: Mike Null

Title: Interim City Manager

Email: mnull@greencovesprings.com

Date: 10/26/26

Attested to:

By: _____
Authorized signature

_____
Name (type or print):

Date: _____

Attested to:

By: _____
Authorized signature

Shawn Hires
Name (type or print):

Date: 10/26/2026

GREEN COVE SPRINGS POLICE

Chief S. Hines ▪ 1001 Idlewild Ave., Green Cove Springs, FL 32043 ▪ 904-297-7300 ▪ www.GCSPD.com

Chief Monroe,

October 29, 2026

The Green Cove Springs Police Department conducted a comprehensive review of our Red Light Camera Program (RLC) beginning in 2024. The results of that review indicated issues with our current RLC vendor Verra Mobility that necessitated finding a new vendor for that service. I was also instructed to expand my vendor search to include school speed zone camera programs.

The Green Cove Springs Police Department received speed studies from the following vendors:

1. Verra Mobility
2. Red Speed
3. Blue Line
4. Jenoptik

These speed studies all indicated that a school zone speed initiative in our jurisdiction was viable and warranted.

The department then began a competitive bidding process, which included requesting proposals for both RLC and speed enforcement solutions from vendors. Due to our history with Verra Mobility, we did not accept a proposal from that vendor. The Green Cove Springs Police Department did receive written proposals from the following vendors:

1. Red Speed
2. Altumint
3. Blue Line
4. Jenoptik

Selection was based on all but not limited to the following criteria:

- Florida based company
- Proven technology (Town of Orange Pard has Jenoptik cameras in place)
- Customer service
- Pricing and affordability
- Vendor flexibility
- Timeliness of installation
- Legal representation at hearings
- Customizable dashboard
- Packet preparation

On October 20, 2026, I presented my findings to the City of Green Cove Springs City Council. Upon receipt of my report, the council did vote to contract with Jenoptik and breach the contract with Verra Mobility.

This letter accurately describes the City of Green Cove Springs Police Department's procurement process related to Jenoptik as our RLC and speed enforcement vendor moving forward.

This letter memorializes the process undertaken by this agency, outlines our procurement process, indicates that a formal RFP was not offered and will not determine whether another governmental agency may piggyback the contract under its own purchasing policy.

Shawn Hines
Chief of Police
City of Green Cove Springs Police Department

Mr. Whitson recommended accepting the donation, noting that a suitable location has been identified in the hallway below the existing photos and potentially in the public safety lobby during holidays.

Ms. Hodges advised that a vote is necessary due to the lack of a policy on accepting donations and recommended a motion to accept the donation contingent upon the donor providing the necessary transfer documents, such as a bill of sale.

Vice-Mayor Sandlin moved to accept the donation of the train subject to the donor providing appropriate transfer documentation. Councilman Vogel seconded the motion.

Discussion ensued regarding the dimensions of the replica (approximately 8-9 feet long, 6 feet tall, and 2-3 feet deep) and the proposed placement. While one Council member expressed initial concern about the size, the consensus is that it is a beautiful and impressive piece of art and a generous gift that the Town should accept for public enjoyment.

MOTION:	To accept the donation of the train subject to the donor providing appropriate transfer documentation.
RESULT:	**PASSED**
MOVED BY:	Sandlin
SECONDED BY:	Vogel
AYES:	Sandlin, Taylor, Anderson, Vogel
NAYS:	

REPORT FROM THE PUBLIC SAFETY/PUBLIC WORKS COMMITTEE

Councilman Vogel presented the report from the Public Safety/Public Works Committee meeting held on March 26, 2025, regarding speed studies conducted on Gano Avenue and Miller Street in front of Grove Park Elementary. The data collected over a month indicated significant speeding, with vehicles clocked at up to 70 mph. While it's unknown if these instances involved emergency personnel, the committee recommended exploring a Request for Qualifications (RFQ) for traffic speed cameras specifically for school zones, as permitted by state law. These are not red light cameras but a potential measure to enhance street safety.

Councilman Vogel made a motion to approve the committee's recommendation to explore an RFQ for speed cameras in school zones. Vice-Mayor Sandlin seconded the motion.

Council members discussed whether the speed studies focused specifically on school zones. The Police Chief clarified that the radar signs currently in place on Gano and Miller Street collected data primarily during daytime hours (6 AM to 6 PM). He also explained that speed cameras in school zones could be configured to operate only during school hours or throughout the day, with violations typically triggered at 10 mph over the posted speed limit (which is often 25 mph in school zones). The data was collected near the intersection of Gano and Miller, which was the area of concern for traffic calming.

Council members emphasized the community's concern about speeding in school zones and stressed the importance of taking measures to protect children.

MOTION:	To approve the committee's recommendation to explore an RFQ for speed cameras in school zones.
RESULT:	**PASSED**
MOVED BY:	Vogel
SECONDED BY:	Sandlin
AYES:	Sandlin, Taylor, Anderson, Vogel
NAYS:	

Staff will proceed with the RFQ process, and it was noted that the committee had already spoken with two of the three known companies that provide this technology.

TOWN MANAGER REPORTS

Mr. Whitson brought to the Council's attention a potential opportunity to acquire a 4.3-acre commercially available property on Kingsley Avenue, a significant portion of which is undeveloped and located within the town square master plan area. The Economic & Community Development Committee had suggested investigating its purchase or lease as a strategic move, potentially holding it for future town square development while exploring interim rental of the existing building to offset costs. There was discussion on gathering more information on this possibility, particularly regarding financing and the alignment with the Town's master plan vision, while also acknowledging the inherent risks of holding real estate. Council added this topic to the next agenda.

Mr. Whitson stated the Historic Preservation Board is requesting a joint workshop with the Town Council to discuss their ideas and a draft ordinance regarding historic properties in Town.

Mayor Anderson raised the point of the Council's busy schedule with upcoming special meetings for the town manager search, suggesting it might be difficult to add another special meeting at this time. The Town Attorney clarified that such a gathering could be labeled either a workshop (for discussion only, with no action taken) or a special council meeting.

Councilman Vogel, who previously served on the Historic Preservation Board, noted the comprehensive nature of the 30-page document and suggested that the Council's diverse perspectives would be valuable input. There was continued discussion on the potential workshop idea, but Council requested ample time to review the document beforehand, acknowledging the current heavy workload. Ultimately, the Council was open to the workshop, but timing is the main concern. Mr. Whitson offered to provide scheduling options over the next few months, considering the search and upcoming budget discussions. Attorney Hodges also noted that the historic preservation ordinance has been in development for several years, indicating that the workshop is not an urgent matter.

Public Safety/Public Works Committee

Wednesday, March 26, 2025
5:30 PM
Minutes

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Councilman Ken Vogel, Chair of the Public Safety/Public Works Committee. Committee members in attendance were: Mayor Randy Anderson, Ms. Sandra DiGiovanni, Ms. Mary Foster and Ms. Susana Thompson. Others present included: Police Chief Randy Case, Public Works Director Kyle Croce and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES OF THE FEBRUARY 5, 2025 COMMITTEE MEETING

Ms. Thompson moved for approval of the minutes from the February 5, 2025 committee meeting. Mayor Anderson seconded the motion. The motion passed 5 to 0.

3. RED LIGHT CAMERAS

Chief Case stated that at the last Council meeting, there was discussion on the area of Milwaukee and Park. Council wanted to look at the traffic data for that area to see if any cameras could be warranted there. Council decided to look at all intersections to see if any more cameras could be needed. He stated that once he had that data, he would forward it to the committee, and they could talk about it at their next meeting.

4. SCHOOL ZONE SPEED CAMERAS

Chief Case stated the committee had seen two presentations. He stated they could see more but that it would probably have the same information to share. He mentioned that the JAMAR is set up at Gano and Milwaukee. He showed the committee a map of where the digital speed signs are located in the area of Grove Park Elementary. He went over the average and peak speeds they see in that area.

Councilman Vogel stated that having that data is helpful.

Ms. Thompson asked about the school zone parameters and placement of the cameras. Chief Case stated the cameras would have to be within the school zone area.

There was discussion on the length of the school zone area.

Mayor Anderson stated it was obvious that the area has speeders.

There was discussion on having another vendor and getting more data.

Mayor Anderson stated they had already seen two presentations and asked what the purpose would be to have a third group come in.

There was discussion on a pilot program.

Chief Case stated that if they decide to do this, any company will have a testing phase. They will issue warnings first. It will be an educational period.

The committee talked about Blueline. They liked that they only did school zone speed cameras.

There was discussion on whether all schools would need cameras.

Chief Case suggested doing all the schools; if they decide to move forward with this, the vendor would recommend what school zones need them.

Ms. Thompson stated that the data does warrant Council to consider this.

Ms. Thompson moved to recommend that Town Council look at the possibility of doing a Request for Qualifications for school speed zone cameras. Ms. Foster seconded the motion, which passed 5 to 0.

There was discussion on the possibility of hiring Public Service Officers for speed enforcement.

Chief Case stated all officers would still have to be trained in using the lasers. He stated a motorcycle unit would be ideal for speed enforcement.

5. COMMITTEE INITIATIVES

The committee addressed crosswalk timing. Chief Case stated staff addressed these concerns with FDOT. According to FDOT, the timing for the intersection of Park Avenue at Kingsley Avenue is in accordance with their current standards. He stated we have asked FDOT to reevaluate the timing to determine if it can be extended to allow slower walkers to get completely across the roadway. He stated he would provide an update to the committee after our next meeting with FDOT.

Next, the committee addressed ingress/egress on Railroad Avenue. Mayor Anderson stated there was no update for that.

The committee discussed the continuation of the school zone community art project.

Mayor Anderson stated that if they continue this, they shouldn't use the same paint they did at Orange Park Elementary.

Item No. 11.c

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Police

Item Title: Request Authorization for OPPD to enter into MOU with "Operation Light Shine"

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

Financial Impact if Applicable:

Participation in Operation Light Shine with the INTERCEPT Task Force operations may occasionally result in overtime expenses; however, there are no minimum participation requirements. Our detective's primary responsibility will remain the fulfillment of his assigned duties within the Town of Orange Park. Any participation in Task Force operations will be subject to the Chief of Police's approval and contingent upon staffing, operational needs, and the detective's existing workload. Under no circumstances will Task Force participation take precedence over the detective's responsibilities to the Town of Orange Park.

Background Information:

Operation Light Shine is a nonprofit organization dedicated to supporting law enforcement agencies by providing funding for specialized equipment, technology, investigative resources, and facilities that might otherwise be financially inaccessible. These resources support the INTERCEPT Task Force, a collaborative initiative comprising specially trained local, state, and federal law enforcement personnel throughout Northeast Florida who investigate child exploitation, human trafficking, and related offenses. While Operation Light Shine provides financial and logistical support, INTERCEPT Task Force members conduct the investigations.

The Orange Park Police Department currently has a detective assigned to investigate Internet Crimes Against Children (ICAC) and Child Sexual Abuse Material (CSAM) cases originating within the Town. This detective has already demonstrated success in investigating these complex offenses.

Approval of the proposed Memorandum of Understanding (MOU) would authorize our detective to participate in INTERCEPT Task Force operations as availability and departmental responsibilities permit. This partnership would provide access to specialized digital forensic equipment, forensic examiners, advanced investigative resources, and subject matter experts in child exploitation investigations, at no additional cost to the Town of Orange Park**.** Participation would further strengthen

OPPD's investigative capabilities and enhance regional collaboration in identifying, investigating, and prosecuting individuals who exploit children.

Action Requested: We would like to request the Town Council's approval to enter into an MOU with "Operation Light Shine."

This will allow our investigators the ability to participate on the INTERCEPT Task Force which is made up of a mixture of regional, state, local and federal law enforcement officers. INTERCEPT Task Force's mission is to combat child exploitation and human trafficking - a mission very important to the Orange Park Police Department.

Information Attached:
Orange Park Police Department MOU Operation Light Shine Word

OPERATION LIGHT SHINE

MEMORANDUM OF UNDERSTANDING

Between Operation Light Shine and Town of Orange Park

Introduction

This Memorandum of Understanding ("MOU") is entered into by and between Operation Light Shine ("OLS"), a 501(c)(3) nonprofit organization that collaborates with law enforcement, field specialists, and subject matter experts to combat child exploitation and human trafficking through its INTERCEPT Task Force (ITF) model, and the Town of Orange Park (collectively, "the Parties").

Purpose

This MOU establishes a formal, non-binding partnership between the Parties for the purpose of Town of Orange Park's participation in the INTERCEPT Task Force (ITF). Through this partnership, the Town of Orange Park will collaborate with local, state, and federal law enforcement agencies to strengthen investigations, share intelligence, coordinate operations, and enhance the collective response to child exploitation and human trafficking.

Roles and Responsibilities

Operation Light Shine Responsibilities

INTERCEPT Coordination:

OLS will provide coordination, leadership support, and administrative assistance to facilitate collaboration among participating law enforcement agencies within the INTERCEPT Task Force.

Technology and Resource Coordination:

When available, OLS may assist in identifying and securing technology, equipment, training, operational resources, and funding opportunities that enhance the investigative capabilities of participating agencies. Any resources provided will be subject to separate written agreements or funding approvals.

Training and Professional Development:

OLS may coordinate or facilitate mission-specific training opportunities related to child exploitation investigations, human trafficking, digital forensics, victim identification, intelligence sharing, and emerging investigative trends.

Mission Alignment:

OLS will work collaboratively with participating agencies to strengthen partnerships, improve investigative outcomes, and advance the shared mission of protecting children, supporting victims, and holding offenders accountable.

Task Force Participation:

Town of Orange Park agrees to actively participate in the INTERCEPT Task Force by assigning appropriate personnel to collaborate with participating agencies on investigations, intelligence sharing, operational planning, and mission-related activities as resources allow.

Collaboration and Information Sharing:

Town of Orange Park agrees to work cooperatively with other participating agencies by sharing information, investigative leads, and intelligence as permitted by law and agency policy.

Meetings and Training:

Town of Orange Park agrees to participate, when practical, in INTERCEPT meetings, operational planning sessions, joint investigations, and training opportunities that support the mission of the Task Force.

Public Awareness and Communications:

When appropriate, Town of Orange Park agrees to collaborate with its Public Information Officer (PIO) and OLS's marketing team to share partnership successes, operational achievements, and community education initiatives through mutually approved communications.

Performance and Collaboration

The Parties agree to maintain open communication and work collaboratively to strengthen regional efforts against child exploitation and human trafficking. This partnership is intended to foster cooperation, increase investigative effectiveness, improve victim identification, and support successful prosecution of offenders.

Nothing in this MOU obligates either Party to provide funding, personnel, equipment, or other resources beyond those voluntarily agreed upon in writing.

Financial Considerations

This MOU does not create any financial obligation for either Party. Any future funding, equipment, technology, personnel support, or reimbursement provided by OLS will be addressed through separate written agreements or amendments to this MOU.

Disclaimer of Non-Entitlement

Participation in this MOU does not entitle either Party to funding, equipment, personnel, or benefits not specifically agreed to in writing.

Scope and Term

This MOU shall commence on _____ and remain in effect for a period of three (3) years unless terminated earlier by either Party upon thirty (30) days written notice.

This MOU may be amended only by written agreement signed by both Parties.

Signatures

Operation Light Shine

Bryan Weight _____
Executive Director
Date: _____

Town of Orange Park

Cody Monroe _____
Chief of Police
Date: _____

Gary Goble _____
Orange Park Town Manager
Date: _____

Winnette Sandlin _____
Orange Park Town Mayor
Date: _____

Item No. 11.d

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Fire

Item Title: Purchase of a 2027 Ford Expedition SSV from Garber Ford for the Fire Department

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

Financial Impact if Applicable: $54,037.00 (GL# 306-40-52200-64001)

Background Information: This is a replacement vehicle for the fire department. The current vehicle is a Chevrolet Tahoe manufactured in December 2014 with over 185,000 miles. This vehicle was approved for in the FY 26/27 CIP.

Action Requested: Motion to approve the purchase of a 2027 Ford Expedition SSV in the amount of $54,037.00 from Garber Ford in Green Cove Springs, FL.

Information Attached:
Garber Quote
Bozard Quote
Duval Quote

Municipal Vehicle Sales Quote

Garber Ford , Inc.
3380 Hwy 17 (PO Box 1600)
Green Cove Springs, FL 32043
(800) 849-3462 or (904) 264-2442
ddrake@garberautomall.com

DATE: 10/20/26
QUOTE:

PREPARED BY: Dan Drake
Garber Fleet Sales
904-264-2442 Ext: 2332

PREPARED FOR: **Town of Orange Park**
Attn: Daniel Legge
dlegge@townop.com
904-278-2083

SOURCE CONTRACT INFORMATION:

FSA25-VEL33.0: Pursuit, Administrative & Other Vehicles, Specification # 255 Zone: North

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA25-VEL33.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2027.

BASE VEHICLE DESCRIPTION		MODEL #	PRICE
2027 Ford Expedition XL 4x4 SSV		U1G	$53,217.00
FACTORY OPTIONS	**CODE**	**BASE PRICE**	**NET PRICE (2% DISC)**
Equipment Group 102A SSV Package	102A		
3.5L EcoBoost V6 Engine -inc: auto start-stop technology (STD)	998		
10-Speed Automatic Transmission w/SelectShift (STD)	44U		
Dark Matter Gray Metallic	HY		
18" x 8.5" Dark Alloy Painted Aluminum Wheels (STD)	64X		
Ultra Dark Space Gray, Cloth Front Captain's Chairs	CE		
Full Vinyl Rubber Floor Covering	STD		
		SUBTOTAL	$ 53,217.00

NON-OEM OPTIONS	CODE	HOURS		PRICE
Dealer Tint Windows Legal Includes Windshield Strip and Rear Window	TINT			$320.00
State of Florida Tag	STAG		$	500.00
LABOR - EVT Certified Installation @ $125/hr Rate (Includes all Wire, Loom, Brackets, Hardware and Programming)		0.0	$	-
		PRICE PER VEHICLE	$	54,037.00
		NUMBER OF VEHICLES		1
		TOTAL	**$**	**54,037.00**

Payment is Due on a Net30 Basis

If you have any questions concerning this quote please call!

THANK YOU FOR YOUR BUSINESS!

BOZARD Ford
GOVERNMENT FLEET

Quote Date	10/23/26
Agency	Town of Orange Park
Quote ID:	2027 Ford Expedition Regular Length SSV 4x4
ETA:	180 DAYS FROM PO
Contract	Omnia Partners Contract: #159566
Description	Fleet Solutions: Light to Heavy Duty Vehicles and Related Products and Services

ITEM 255 NORTH	2027 Ford Expedition SSV, U1G.102A	$ 53,725.00
	Regular Length	
HY	Dark Matter Gray Exterior	INC
CE	Dark Gray Cloth Interior	INC
	Seating: 1st Row Capt. 2nd Row 40/20/40. 3rd Row no seating	
102A	SSV Equipment Group	INC
	Power Locks/Power Windows/Backup Camera/Bluetooth	
998	3.5L Ecoboost Engine	INC
44U	10 Speed Transmission	INC
	P265/70R18E A/T Tires	
423	Non Califoria Emissions	INC
TINT	Dealer Installed Tint + Strip (double layered)	$ 599.00
NST	New Tag (Specify State,City,County, College)	$ 189.00
	Includes all titling requirements	
	Additional Discount	

Thank you for the opportunity.

Patrick Robertson
Government Fleet Specialist
Bozard Ford
E:PATRICKR@BOZARD.COM

1
$ 54,513.00
$ 54,513.00

BOZARD Ford
GOVERNMENT FLEET

Quote Date	10/23/26
Agency	Town of Orange Park
ETA:	180 DAYS FROM PO
Contract	Omnia Partners Contract: #159566
Description	Fleet Solutions: Light to Heavy Duty Vehicles and Related Products and Services

RECOMMENDED OPTIONS TO CONSIDER ADDING

WT	WEATHERTECH MATS OR EQUIV. FIRST AND 2ND ROW	$	349.00
BUA	AFTERMARKET BACKUP ALARM	$	199.00
3KR	THIRD KEY WITH PROGRAMMED REMOTE	$	499.00
3KPS	THIRD KEY WITH PUSH BUTTON START WITH APPLIC.	$	599.00
TINT	DEALER INSTALLED TINT	$	499.00
TINT	ADD $100 FOR WINDSHIELD STRIP	$	100.00
LINER	PICKUP TRUCK BEDLINER	$	599.00
NST	NEW TAG (SPECIFY STATE, CITY, COUNTY, COLLEGE)	$	189.00
TEMP	30 DAY TEMP TAG	$	19.00
WARRANTY OEM	FORD PREMIUMCARE ESP, $0 DEDUCTIBLE, 1000+ COMPONENTS	REQUEST PRICING	
WARRANTY OEM	FORD EXTRACARE ESP, $0 DEDUCTIBLE, 113 COMPONENTS	REQUEST PRICING	
WARRANTY OEM	FORD BASECARE ESP, $0 DEDUCTIBLE, 84 COMPONENTS	REQUEST PRICING	
MAINTENANCE OEM	FORD PREMIUM MAINTENANCE 7500 MILE SERVICE INTERVAL	REQUEST PRICING	

WARRANTY & MAINTENANCE TERM AND MILEAGE ARE CUSTOMIZABLE	
QUOTED TERM	MONTHS
QUOTED MILEAGE	MILES

ADDITIONAL DESCRIPTION OF EQUIPMENT BELOW IF APPLICABLE

DUVAL | Ford
• Since 1916 •

TOWN OF ORANGE PARK

QUOTE ID: 2769BDREV1

Contract Holder 10/19/26

Prepared for:
TOWN OF ORANGE PARK
DANNY LEGGE
dlegge@townop.com
904-759-2544

Duval Ford
Bambi Darr
(Work) 904-388-2144
(Fax) 904-387-6816
Bambi.Darr@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr

Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
		VEHICLE		
1	27 U1G NORTH	Item 255: 2027 Ford Expedition Regular Length SSV (U1G.102a) 4x4; North	$ 53,063.00	$ 53,063.00
1	998.44U	3.5L V6 EcoBoost	$ -	$ -
1	102A	Eqiupment Group: SSV	$ -	$ -
1	RKE	Additional Key/Remote (Incl with SSV model)	incl	$ -
1				$ -
1	HY	Dark Matter Gray Metallic [Updated April 2026]	$ 493.00	$ 493.00
1	CE	Dark Gray Cloth Interior	No Charge	$ -
1		Five (5) – Passenger — Front Row – Cloth Captain's Chairs — Front Row – 8-way Power Driver Seat and 4-way Manual Passenger — Second Row – Cloth 40/20/40 CenterSlide® (Folds Flat) with Manual Recline	$ -	$ -
1		Vinyl Floor	$ -	$ -
		DEALER/VENDOR INSTALLED OPTIONS		
1	PED TINT	Three Windows: Driver, Passenger and windshield strip. Rear of SUV has OEM Privacy tint. Must add for film over OEM tint.	$ 420.00	$ 420.00
		FINAL DELIVERY AND ADMINISTRATIVE OPTIONS		
1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	$ 125.00
1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	$ 68.00
	Additional Notes			
UNIT COST				$ 54,169.00
TOTAL QUANTITY		1	***TOTAL PURCHASE***	$ 54,169.00

Item No. 11.e

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Economic Community Development

Item Title: Consideration of Local Bidder Preference

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

Financial Impact if Applicable: N/A

Background Information:

In response to the October 6, 2026, Economic and Community Development Committee (ECDC) report regarding a formal local bidder preference policy, the Town Council directed staff to evaluate local preference programs in comparable jurisdictions. Specifically, staff was asked to examine the following program elements:

- Definition of a local business
- Preference mechanisms (percentage advantage or point system)
- Dollar caps
- Applicability thresholds
- Express exclusions for solicitations funded by state-appropriated or federal funds
- Annual reporting requirements

Staff identified four comparable jurisdictions that utilize a local bidder preference. A summary of the data points for each jurisdiction is provided in the attached **Local Bidder Preference Survey** and **Side-by-Side Comparison Survey**.

Action Requested: Direction on how to proceed.

Information Attached:
Local Bidder Preference Survey
Bid Summary for GCS-Lake City - Palatka and St. Augustine
Council minutes

LOCAL BIDDER PREFERENCE SURVEY				
Criteria	**Green Cove Springs**	**St. Augustine**	**Lake City**	**City of Palatka**
Population*	9,786	14,329	12,329	10,446
Local Business Boundary	City limits only	County wide (St. Johns)	County wide (Columbia)	Palatka or Putnam County
Residency / Location Criteria	Principal place of business plus 20% of its workforce.	1-year	Individual or principal place of business.	1-year
Location Preference	N/A	None	Applies equally County-wide.	Two Tiers: Palatka first, followed by Putnam Co.
Pre-Bid Certification Requirement	Notarized Affivavit	Physical address plus Business Tax	Verified Business Address	Business License or Affidavit
Preference Mechanisms (percentage advantages or point system)	Authorizes direct award if bid is within 5% of the lowest non-local bid.	Vendors within 5% of lowest bid can submit a "best & final" offer within 5-business days.	Grants 5% bid preference for all amounts.	Operates as a bid-matching right only. No discount.
Applicability Thresholds	None	Competitive solicitations starting at $5,001 (formal bids at $50,000)	None	No formal notice if < $25,000 Greater than $25,000 requires written statement that local preference may be used.
Dollar Caps (Maximum Amount)	None specified	None specified	None specified	None Specified
Exculsions for Fed/State Projects	Yes	Yes	Yes	Yes
Annual Reporting Requirements	None	None	None	None
*Estimates based on University of Florida's 2020 BEBR Census Summary				

Local Bidder Preference Survey
Side-by-Side Comparisons

Criteria	St. Augustine	Green Cove Springs
Geographic Boundary	St. Johns County (County-wide)	Incorporated City Limits only
Residency / Location Criteria	1+ year BTR prior to solicitation	Principal place of business + 20% of workforce based in city
Certification Requirement	Submit BTR before award recommendation	Must have approved Affidavit on file *prior* to bid advertisement
Preference Mechanism	5% window to submit Best & Final Offer; tie-breaker	Direct award preference if within 5% of low bid
Dollar Cap	None specified	None specified
Annual Reporting	None	None (random vendor audits permitted)

Criteria	Lake City	City of Palatka
Geographic Boundary	Columbia County (Single-tier)	Two-tier**:** City of Palatka first, then Putnam County
Residency / Location Criteria	Principal place of business or full-time public office (no minimum tenure stated)	Physical location for at least **12 months** prior to solicitation
Certification Requirement	Declared via business address on bid form	Written affidavit
Preference Mechanism	5% bid preference	Right to match low bid within 3-business days
Dollar Cap	None specified	None specified
Annual Reporting	None	None

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

Item No. 11.f

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Public Works

Item Title: Repairs and Maintenance to Three Manholes on Plainfield Avenue at Ash Street

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

Financial Impact if Applicable: Financial Impact: $103,531.00
GL 405-60-53500-63018 - Available $103,531.00 (after budget amendment and carryover)

Background Information:

The Town of Orange Park Public Works Department Wastewater Treatment collection system is an aging infrastructure and one of the main components in treating all of the Town's sanitary sewer wastewater are three manholes located on Plainfield Ave at Ash Street. These manholes collect all of the Town's sanitary sewer wastewater coming into the plant. All are in need of maintenance to improve their stability and longevity for the system.

Over time, the significant volume of wastewater flowing through these manholes has caused structural deterioration due to continuous hydraulic flow and corrosive gaseous emissions. The contractor will rehabilitate the structures using the Monoform construction method, which has been successfully implemented on similar projects throughout the Town.

This is the most cost-effective way to keep these manholes in operation. H & K Solutions have performed other manhole renovations and improvements for the Town over the past two years. Public Works is very satisfied with their workmanship and outcome of the manholes after the work is completed.

Action Requested: Motion to approve contract, quote and issue a PO in the amount of $103,531.00 and move forward with repairs and maintenance of three sanitary manholes at Plainfield Ave and Ash St.

Information Attached:
TOP - Piggyback Contract Form.SGR Approved HK Solutions

HK.Sunbelt-bypass pumping and installation Quote.pdf

CONTRACT FOR SERVICES
(MANHOLE REHABILITATION SERVICES)

THIS CONTRACT FOR SERVICES ("Contract") is made and entered into as of this ___ day of _____, 20__ (the "Effective Date") by and between Hydro-Klean, LLC ("Contractor"), and the **TOWN OF ORANGE PARK**, a political subdivision existing under the laws of the State of Florida (the "Town" or the "Buyer" or the "Owner").

RECITALS:

WHEREAS, the Purchasing Cooperative of America (PCA) awarded a bid solicitation to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida ("Previously Procured Contract"), a copy of the complete set of associated procurement documents are on file with the Town Clerk; and

WHEREAS, the Previously Procured Contract is in full force and effect, and has been competitively procured and awarded by the Purchasing Cooperative of America; and

WHEREAS, the Town's Purchasing Policy (POL-P-2015-1) authorizes and permits the Town to use contracts which have been competitively procured and awarded; and

WHEREAS, Contractor provided the Town with a written proposal dated October 9, 2026 containing a description of the services to be performed, which services are similar services as described in the Previously Procured Contract; and

WHEREAS, the Town at a duly noticed meeting approved and awarded a contract with Contractor to perform the services described in the Previously Procured Contract; and

WHEREAS, the services products and equipment provided by Contractor are needed by the Town of Orange Park to perform certain services; therefore, the Town desires to enter into an Agreement with the Contractor pursuant to the same terms of the Previously Procured Contract; and

WHEREAS, the Previously Procured Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the Town of Orange Park; the Town of Orange Park and Contractor authorize the "piggyback" on the competitive pricing of the contract; and

WHEREAS, it is in the best interests of the parties to use the Previously Procured Contract for procurement of the services, subject to the Town's Purchasing Policy and Ordinance Code provisions as provided herein; now therefore

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

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

Section 2. **Services**. Contractor shall perform the services described in the written proposal, subject to the pricing described thereon, attached hereto as **Exhibit A** (collectively, the "Services"). Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. Contractor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Contract, and Contractor shall perform the same as though they were specifically mentioned, described and delineated. Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Contract Manager. In the event of a conflict between the provisions of the Services as described in the Proposal and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services. The provisions, terms, and conditions of the Governmental Contract applicable to the Services shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Governmental Contract applicable to the Services, including, but not limited to, provisions related to fees, payment, term, termination, confidentiality, trade secrets, indemnification, insurance, limitation of liability, and governing laws shall be resolved in favor of this Contract, but only to the extent of any conflict.

Section 3. **Maximum Indebtedness; Contract Price**. The Town's maximum indebtedness for the Services under this Contract shall not exceed the fixed monetary amount not-to-exceed **Ninety-One Thousand Four Hundred Eighty-Three Dollars and 00/100 ($91,483.00)**, subject to annual available and lawfully appropriated funds. The Contract payment terms are set forth on **Exhibits A and D** attached hereto.

Section 4. **Contract Term**. The term of this Contract shall commence on the Effective Date and shall continue until _____, unless sooner terminated by either party in accordance with the terms of this Agreement.

Section 5. **Contract Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

i. This Agreement including exhibits attached hereto, as modified by any subsequent signed amendments; and
ii. The Governmental Contract.

Any terms in the Governmental Contract that conflict with or are prohibited under this Contract shall not be included in this Contract and shall be void and of no force or effect.

Section 6. **Notice Requirements**. Unless otherwise provided herein, any and all notices, which are permitted or required in this Contract, shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address

designated below or via email with an acknowledge delivery receipt by the other party. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

As to the Town:	Town of Orange Park 2042 Park Avenue Orange Park, FL 32073 Attention: Town Clerk Email: crusso@townop.com
With a copy to:	Town Attorney Same address as above Email: lhodges@sgrlaw.com
As to Contractor:	Hydro-Klean LLC 1234 Orton St Jacksonville, FL 32205 Attention: Katrina Pride Phone: 515-283-0500 E-mail: kpride@hksolutionsgroup.com

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

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

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

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

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

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

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

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

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

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

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

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

TOWN:

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

By:_____
Winnette Sandlin, as Mayor

Attest:

By_____
Town Clerk

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

_____
Town Manager or authorized designee

CONTRACTOR:

HYDRO-KLEAN, LLC, a Florida Limited Liability Company

_____
Print Name:_____
Title:_____

Exhibit A

Proposal

[To immediately follow this page.]

Quote

Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote Nbr.:	**PQ010423-1**
Order Date:	10/09/2026
Valid Until:	01/08/2027
Sales Person:	Katrina Pride
Customer ID:	105160
Payment Terms:	Net 30 Days

Job Site:

Town of Orange Park, FL
2042 Park Avenue
Orange Park FL 32073
United States of America

Bill to:

Town of Orange Park, FL
2042 Park Avenue
Orange Park FL 32073
United States of America

***** This Quote has not been approved by Hydro-Klean Management! *****

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK Solutions Group will provide all equipment, labor, and material to rehabilitate existing manholes via Monoform Plus system. The Monoform Plus system utilizes an HDPE Liner Installation. HK will Monoform the new wall section with 4,500 psi concrete with integrated 3mm Agru Sure-Grip HDPE barrier, perform thermal welding of interior seams, perform high-voltage spark-test certification. The bench portion of the manhole will also be lined with 5 mm Agru liner.

If active ground water infiltration is present and injection grouting is required prior to liner construction, HK Solutions Group will provide these services on a Time and Material basis. HK Solutions Group will require truck and trailer access to the manhole location. Client to pay for and provide any additional special state and/or local permits and licenses required to provide this service. This will be added as a separate line item to this proposal. A separate charge for crew & equipment mobilization/ demobilization is included to cover roundtrip travel time and all project fuel.

If bypassing is needed, Client must provide bypass. Client will provide water source at no cost to HK Solutions.

RESC. QTY.				
Monoform Plus MH #3	1.0000	EACH	24,882.0000	24,882.00
Monoform Plus MH #2	1.0000	EACH	31,999.0000	31,999.00
Monoform Plus MH #1	1.0000	EACH	29,802.0000	29,802.00
Castings	3.0000	EACH	1,600.0000	4,800.00

***NOTE: Quote does not include any applicable taxes**

***Quote Total:** 91,483.00

Prepared By: Katrina Pride
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

Exhibit B-1

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 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 B-2

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

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

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

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

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

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

(SEAL)

Exhibit C

Indemnification and Insurance

Indemnification

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

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

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

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

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement

and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

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

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

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

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

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

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

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the Town of Orange Park, Florida Certificates of Insurance that shows the corresponding Town Contract or Bid Number in the Description, Additional Insureds, 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.

Exhibit D

Additional Required Contract Provisions

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

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

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

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

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

D.6. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed and consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location

of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

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

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

D.9. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right

to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

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

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

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

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

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

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

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

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

D.18. Retention of Records / Audits. (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor. (e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

D.19. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to

an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

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

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

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

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

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

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

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

D.27. Unauthorized Aliens; E-Verify. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s), that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

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

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

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

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

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

Invoices and associated back-up documentation shall be submitted 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.

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

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

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

the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

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

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

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

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

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

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

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

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

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

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

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

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

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

D.43. Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor

acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Is engaged in a boycott of Israel.

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

- submit a bid on a Agreement to provide any goods or services to a public entity;

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

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

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

D.48. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

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

D.50. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or

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

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

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

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

b) Upon request from the Buyer's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request

for such documents to be returned. By execution of this agreement, the Buyer is requesting that all Firm files be returned and provided to the Buyer to circumvent destruction of the files.

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

g) Public Records Custodian

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

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

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

Bypass Scope and Pricing

SUNBELT RENTALS
PUMP SOLUTIONS

Sunbelt Rentals Pump Solutions
2505 Imeson Rd
Jacksonville, FL 32220
Office: (904)701-5905

10/05/2026

510 Ash Street Bypass, Orange Park, Florida

We are pleased to provide an estimate for the bypass scope for the 510 Ash Street Project in Orange Park, Florida. We are basing this proposal on information provided by Hydro Klean, as well as a site visit.

Please call with any questions,

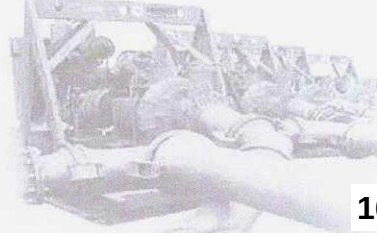
Sincerely,

Casey Brescia
Cell: (904)210-8890

Casey Brescia
Sunbelt Rentals
Outside Sales Representative
Cell: (904)210-8890
Email: Casey.Brescia@sunbeltrentals.com

Cc: Emilio Velazquez
Sunbelt Rentals
Branch Manager – Jacksonville, FL
Cell: (909)213-4261
Email : Emilio.Velazquez@sunbeltrentals.com

CONFIDENTIAL



2505 Imeson Rd
Jacksonville, FL 32220

Office: 904-701-5905

510 Ash Street Bypass:

Bypass Notes:

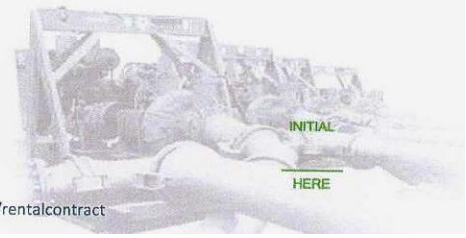
- Bypass design flows:
  - i. 500 GPM
  - ii. Line Size: 12" & 8" influent with a 12" or 10" effluent (Customer to confirm line sizing & flow)
- Suction:
  - i. +/- 10'
  - ii. 30' of 6" Bauer Suction Hose
- Discharge location: Unnamed MH: 120' LF 6"x20' Composite Flanged Discharge hose (Open Discharge)

Bypass Description:

We will provide a 6"x12" sewer plug for the customer to install in the effluent line of suction manhole to create the suction point for bypass pumping. At the suction location we will install (2) 6" Quiet flow Bypass units, (1) Primary & (1) Backup unit to account for 100% system redundancy. In addition to automatic floats, the system at the suction point will include a remote monitor to contact a preset list of contacts provided by the customer in the event of the standby pump running or a high-water level. Each pump will utilize 30' of independent suction (6"x20' Bauer Suction Hose) and independent discharge hose (6"x20' Flange Discharge Hose) which will connect to 6" check valves and will convey through a 6" Flanged Wye to create a common discharge line of 6" Composite Flanged discharge hose. The discharge piping will travel West on in the grassy area along 515 Ash Street before reaching an 8"12' flanged road ramp secured to the road with (12) 50lb bags of cold patch. Our discharge piping will increase from 6"x8" to connect to the 8" flanged road ramp. Once the flow passes through the ramp, we will reduce down from 8"x6" and install a 6" flanged 90. From here we will install a 6" flanged discharge hose to direct flow into the discharge manhole where it will freely discharge. T

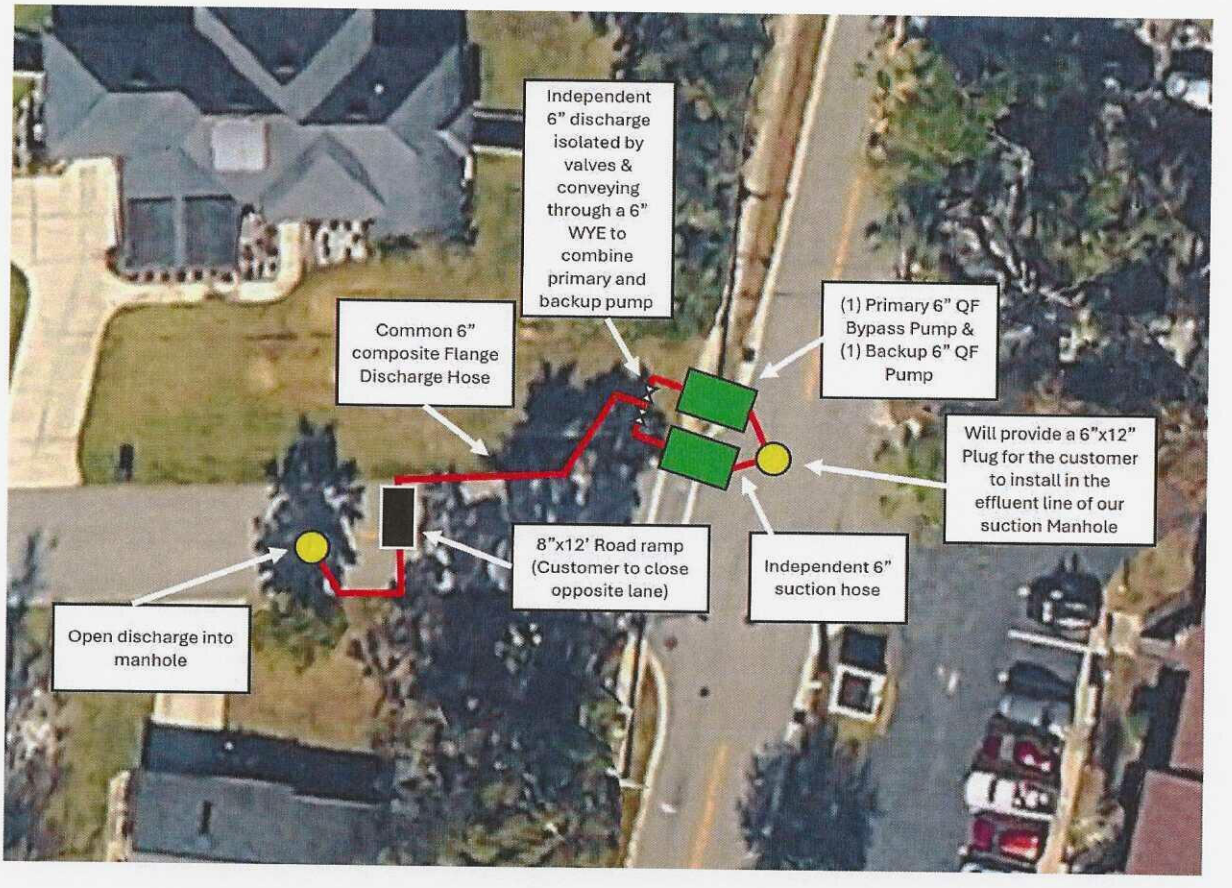
Required Support:

- Customer is responsible for closing the South Lane on Ash Street for the duration of the project
- Access for suction & discharge piping as laid out in the drawing below
- Customer responsible for the Installation of the sewer plug and for cleaning & inspecting sewer lines to ensure no damage to the plug when installing
- Any trenching or burying of bypass piping. (Driveways, roadways, construction entrances)
- Traffic Control if Applicable.
- All Site Restoration.
- Water for Testing and Flushing (Hydrant meter & backflow preventer)
- Approval from property owners.
- Site access and laydown areas.
- Customer responsible for fueling of pumps. (Unless pump watch requested)
- Disposal or dumpster on site for discarding cold patch upon job completion



* Terms: Any rental that results from this quote will be subject to our standard terms and conditions. www.SunbeltRentals.com/rentalcontract

Bypass Overview:



2505 Imeson Rd
Jacksonville, FL 32220

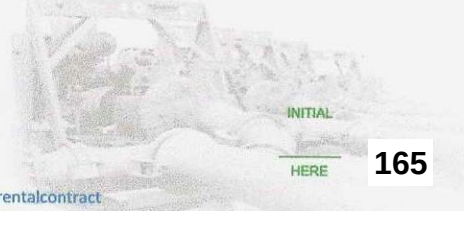
Office: 904-701-5905

Bypass Pricing:

MOBILIZATION (DOES NOT INCLUDES TAXES & APPLICABLE FEES) • SETUP & DISMANTLE LABOR • 6K FORKLIFT SUPPORT EQUIPMENT FOR INSTALLATION & TEAR DOWN • 8"x12' ROAD RAMP INSTALLATION WITH COLD PATCH • FREIGHT • SYSTEM TEST & FLUSH • 6" & 8" BOLT AND GASKET KITS	$8,773.00
BYPASS WEEKLY RENTAL (DOES NOT INCLUDE TAXES & APPLICABLE FEES) • ALL BYPASS ITEMS REQUIRED TO PERFORM THE BYPASS AS STATED ABOVE	$3,275.00
BYPASS 4 WEEK RENTAL (DOES NOT INCLUDE TAXES & APPLICABLE FEES) • ALL BYPASS ITEMS REQUIRED TO PERFORM THE BYPASS AS STATED ABOVE	$8,902.00

Please note there is a 1- week minimum rental period for this bypass

OPTIONAL ITEMS	
• FUEL CELL ON SITE - $100/ DAY $200/ WEEK $500/MONTH	
• HAZMAT DELIVERY OF FUEL CELLS	$500 EACH WAY
• DAILY 24/7 PUMP WATCH -	$2,900 / DAY
• RENTAL PROTECTION	15% OF RENTAL AMOUNT



INITIAL

HERE

* Terms: Any rental that results from this quote will be subject to our standard terms and conditions. www.SunbeltRentals.com/rentalcontract

2505 Imeson Rd
Jacksonville, FL 32220
Office: 904-701-5905

Special Terms and Conditions:

Customer responsible for:

- *OPERATION, FUELING OF PUMPS ONCE SETUP AND TEST HAS BEEN COMPLETED. (IF PUMP WATCH & SITE FUELING IS NOT REQUESTED)*
- *CUSTOMER RESPONSIBLE FOR SOUTH ASH STREET LANE CLOSURE*
- *CUSTOMER RESPONSIBLE FOR DUMPSTER ON SITE OR OTHER MEANS OF DISPOSAL OF COLD PATCH UPON JOB COMPLETION*
- *CUSTOMER RESPONSIBLE FOR CONFIRMING QUOTED FLOW RATES ARE SUFFICIENT*
- *CUSTOMER RESPONSIBLE FOR INSTALLATION AND REMOVAL OF SEWER PLUG*
- *CUSTOMER RESPONSIBLE FOR ANY TRENCHING OR BURYING OF BYPASS DISCHARGE PIPING (DRIVEWAYS, CONSTRUCTION ENTRANCES, ROADWAYS ETC) AS REQUIRED*
- *CUSTOMER RESPONSIBLE FOR PROVIDING LARGE ENOUGH SUCTION AND DISCHARGE POINTS. INCLUDING AND NOT LIMITED TO ELIMINATE SUCTION INTERFERENCES & SPACE CONSTRAINTS.*
- *LAYDOWN AREAS FOR MOBILIZATION AND DEMOBILIZATION.*
- *EASEMENT WILL BE NEEDED FOR RUNNING DISCHARGE PIPE CLIENT TO PROVIDE CLEARING AND ACCESS FROM SUCTION AND DISCHARGE FOR EQUIPMENT AND PERSONAL NEEDED.*
- *ALL PERMIT / PERMISSION FOR SITE ACCESS AND OR RIGHT OF ENTRY.*
- *WATER SOURCE FOR BYPASS FLUSH*
- *HYDRANT METER AND BACKFLOW PREVENTOR FOR BYPASS TEST AND FLUSH*
- *TRAFFIC CONTROL AS REQUIRED.*
- *CUSTOMER RESPONSIBLE FOR SITE ACCESS ROAD, CLEARING, & GRADING FOR PUMP & PIPE PLACEMENT. PRIOR TO SUNBELT MOBILIZATION.*
- *SITE RESTORATION INCLUDING FENCE AND ASPHAULT/CURBING IN LAYDOWN AREA, LENGTH OF BYPASS PROJECT FROM SUCTION TO DISCHARGE. INCLUDES ALL ACCESS POINT PROVIDED.*

Terms: Quote Valid for 30 Days. Tax is not included, customer to provide tax exempt certificate if applicable. Sunbelt Rentals billing is on a 28 day rental cycle. The minimum billing period is Daily @ 40% of weekly rate. Rental pricing based on net 30-day Terms without retainage. Customer to pay full insurance value for equipment and accessories not returned or damaged. Any rental that results from this quote will be subject to our standard terms and conditions*. www.SunbeltRentals.com/rentalcontract

Subcontract:
This quote in its entirety is to be executed and inserted into the subcontract documents.

Insurance:
Customer to provide insurance on all equipment or choose the Sunbelt Rentals Rental Protection Plan at 15% of the rental items.

Equipment Rental Period:
Sunbelt Rentals billing is on a 28 day rental cycle. The rental period will terminate when the customer calls for a release number and then retains the number for his or her records. The price quoted is a rental estimate, and is based on equipment availability.

Pump Watch:
If Pump Watch is provided, Subcontractor shall have no responsibility for any incidents occurring due to Contractor's negligence or that of any of its employees, contractors or agents. When no Pump Watch is provided, Contractor has care, custody, and control of the Work at all times Subcontractor does not; therefore, Contractor agrees to indemnify, defend and hold Subcontractor harmless from and against any third party claims including any and all Claims to the proportionate extent arising from Contractor's or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Subcontractor will (i) give Contractor prompt notice of any such Claim, and (ii) at Contractor's reasonable request, cooperate with Contractor in the defense and settlement of the Claim. There shall be no right or authority for any claims to be arbitrated or tried on a class action basis.

If Contractor does not select the option for Subcontractor supplied Pump Watch as detailed in the Quote, then Subcontractor shall be indemnified by the Contractor for all liability associated with bypass operation and performance after the equipment is setup and possession is transitioned to Contractor. Contractor is to always perform pump operation with a Qualified Individual onsite while the bypass is in operation. This individual is responsible for de-ragging pumps, checking fluids, monitoring gauges, fueling, and daily inspections of discharge piping. Pump Watch forms provided

by Subcontractor are to be filled out by the Qualified Individual every ½ hour while the system is in operation. If Subcontractor is dispatched to the jobsite for a service call, such service hours will be billed at the rates below.

Additional Labor Rates:

- Straight Time: $ 125.00
- Overtime: $187.50
- Holiday: $ 250.00
- Per diem: $ 250.00

Work Sequence, Schedule and Delays:

All scopes of work outlined in this proposal are bid to be delivered, build, operated, torn down and removed from the site in sequence to be determined by the agreed upon schedule. Unless otherwise described and agreed upon, there is no concurrent scope of work outlined in this proposal and Sunbelt Rentals reserves the right to apply for a change order to operate or build any sequence of work concurrently with another.

Build schedule will be provided upon award of project. All construction and operational activities are intended to be completed with a reasonably uninterrupted schedule and reasonably unimpeded access to the working areas required to complete the scope of work described herein. Coordination of subcontractors remains the responsibility of the General Contractor. Sunbelt Rentals reserves the right to apply for a change order for delays to our intended schedule.

Project labor and operation is quoted with the understanding work will not be performed on nationally recognized holidays. Sunbelt reserves the right to request additional cost to pay our employees for time worked on holidays when work cannot be suspended.

If the project is delayed or shutdown through no fault of Sunbelt then Sunbelt reserves the right for equitable adjustment to the contract for demobilization, remobilization, and rental for any stored equipment not in use on the project site.

Freight & Handling Cost:

The freight and costs associated with freight & handling are based on shipments originating from Sunbelt Rentals facilities. Sunbelt Rentals may hire third party trucking companies or companies owned trucks. Drivers allow (1) hour to load and off load equipment at the customer's site. Detention costs may be incurred beyond that time.

Detention Cost: $ 125.00 may be applied after the first hour of unloading / loading.

Fueling:

If Sunbelt Site fueling is not requested, then the customer is responsible for site fueling and shall indemnify Sunbelt of all liability associated with the Customer's self-performance of site fueling. Customer responsible for returning equipment full of fuel or choose the pay on return fueling option. * *FUEL PRICE SUBJECT TO CHANGE WITHOUT NOTICE.*

- Prepaid Fuel Option: 8.00
- On site Fuel Service: call for pricing

Mobilization Costs and Notice to Proceed:

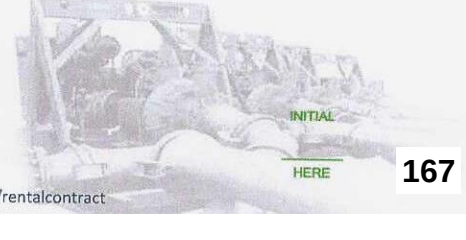
Sunbelt Rentals incurs mobilization costs to facilitate the delivery of equipment. The costs associated with mobilization are the responsibilities of the customer should the project be canceled prior to scheduled delivery. Sunbelt Rentals requires at least a __3__ weeks' notice before mobilization activities can be scheduled. Any and all efforts will be made to compress lead times at the contractor's written request, which may or may not come with a change order to compensate for additional expense to compress schedules.

Preventative Maintenance If Pump Watch and or site operation is not chosen:

Sunbelt Rentals continues to effectively maintain our commitment to quality and exceptional customer service through Preventative Maintenance (PM) Program. Certain equipment included in this document may require scheduled Preventative Maintenance which will be performed in accordance with the following:

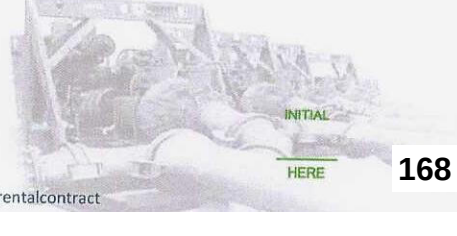
- Sunbelt Rentals will monitor the operation time and perform PM Service as required in accordance with manufacturer's minimum service period.
- Preventative Maintenance will be performed per our schedule.
- Customer shall be charged for each PM Service during the rental period.
- Weekly, or Bi-Weekly Charge Per Site Service $500.00 per active pump

Please sign below to signify that you have read and agree to all terms within this document.



X

Customer Signature



Item No. 11.g

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Public Works

Item Title: Purchase of a Vehicle Lift Assembly for Vehicle Maintenance

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

Financial Impact if Applicable: $30,000 -GL 306-60-51920-64000, Available balanc, $30,000.00.

Background Information: In 2024, the Public Works Department purchased six (6) mobile column lifts to service heavy-duty fleet vehicles, including the ladder truck. The department is now seeking to purchase two (2) additional mobile lifts to establish two complete sets of four (eight total units). Unlike fixed equipment, mobile lifts are portable, can be easily stored when not in use, and can be deployed across two separate service bays as needed. Expanding to two full sets will allow the department to eventually decommission and remove two existing stationary lifts that currently obstruct shop floor space and restrict vehicle maneuverability.

The addition of more vehicle lifts will enable a lead mechanic to service multiple vehicles simultaneously. While one vehicle is being repaired or awaiting parts, another can be placed on a lift and worked on, maximizing efficiency and reducing downtime. This increased capacity will improve overall vehicle maintenance productivity and shorten turnaround times for Police, Fire, and Public Works vehicles requiring routine services such as oil changes, inspections, or minor maintenance, even when other lifts are occupied.

This procurement is being executed through The Interlocal Purchasing System (TIPS) Contract #260604, administered by the Texas Region 9 Education Service Center, via authorized vendor O'Reilly Auto Enterprises, LLC, satisfying competitive bidding requirements. A Sole Source Justification is presented as part of this request.

Action Requested: Motion for Town Council to approve the purchase of two Vehicle Lifts for Vehicle Maintenance, in the amount of $30,000.00 from O'Reilly Auto Parts utilizing the TIPS Contract #260604.

Information Attached:
OReilly Quote
Sole Source O'Reillys

O'Reilly AUTO PARTS
PROFESSIONAL PARTS PEOPLE

Date: 11/02/2026

Customer Information

O'Reilly Account #: 758579
Store: 1860
Sales Person: Robby Towers

Customer Name: TOWN OF ORANGE PARK PUBLI
Customer Address: 2042 PARK AVE ORANGE PARK, FL 32073-5522

Equipment

Entry	QTY	Line	Item #	Description	Price each	Extended Price
1	2	CGL	CLHM-190	19k Mobile Colum Lift	$ 15,000.00	$ 30,000.00

Miscellaneous

Entry	QTY	Line	Item #	Description	Price each	Extended Price
No items found						

* Deposits for install are based off of estimates of install prices.
* Customer is responsible for any amount over the install estimate.
* Customer will be refunded any amount under the install estimate.
* Larger items may require a forklift for off-loading.
* Prices are subject to any applicable taxes.
* Taxes are subject to change.
* Prices include freight unless otherwise noted.
* Prices do not include electrical hook-up.

Bid Totals

Equipment Subtotal $	30,000.00
Miscellaneous Subtotal $	0.00
Taxes $	0.00
Subtotal $	**30,000.00**

Notes:

TIPS # 260604 Effective though 5-31-2029

Prices are good through: 12/02/2026

Customer Signature: _____ Date: _____

O'Reilly Team Member Signature: _____ Date: _____

Town of Orange Park
Non-competitive Purchase Justification

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

Product: challenger 19k mobile lifts_ Vendor/ oreillys auto parts

Estimated Dollar Amount: 30,000_ Term: _____

Requesting Department: _public works_____

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

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

1. ☒ The requested product has unique design and/or performance specifications or quality requirements that are not available in comparable products.
   Identify unique features and why they are **required** (not merely preferred).

   Have you contacted other suppliers to evaluate items/services with similar features and capabilities? If not, explain why not. If yes, list suppliers and explain why their products do not meet the department's needs. Attach all market research conducted.

2. ☐ The requested product is an integral repair part or accessory compatible with existing equipment.

   Existing Equipment: _____ Manufacturer/Model #:
   Current Estimated Value: Equipment Age: _____

3. The requested product is one with which staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in tie and/or funding. Estimated cost for retraining:

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

   Addressed above

5. ☐ Repair/maintenance service is available only from manufacturer or designated service representative.

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

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

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

9. The 2 lifts will go with the 6 previous lifts we currently own to make 2 sets of 4

Department Signatures

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

Requestor: _____ Department Director: _____

Print name: Steve Johnson _____ Print Name: KYLE CROCE

MEMORANDUM

TO: Gary Goble, Town Manager

FROM: Kyle Croce, P.E., Director of Public Works

DATE: November 3, 2026

SUBJECT: Procurement Justification: TIPS Cooperative Purchasing Program

Purpose

The purpose of this memorandum is to outline the competitive procurement process used by TIPS (The Interlocal Purchasing System) and establish the compliance and legal basis for utilizing its national cooperative purchasing contracts for upcoming municipal purchases.

Procurement Background & Compliance

TIPS is a national cooperative purchasing system widely utilized by municipalities, local government entities, and public agencies across all 50 states to satisfy competitive bidding requirements while expediting project delivery.

Contrary to a sole-source or single-source purchase, vendor contracts awarded through TIPS are the result of a formal, publicly advertised Request for Proposals (RFP) or Request for Qualifications (RFQ) process managed in strict compliance with public procurement standards.

TIPS Competitive Award Process

The standardized procedure followed by TIPS to competitively award vendor contracts includes the following steps:

1. RFP/RFQ Posting: TIPS posts a formal RFP/RFQ for specific products and services with explicit submission deadlines.
2. Public Advertising: Solicitations are advertised in compliance with statutory requirements, including national public notification in *USA Today*.
3. Proposal Collection & Opening: All vendor proposals are formally collected, opened, and recorded by TIPS staff prior to the advertised deadline.
4. Independent Scoring & Evaluation: An independent scoring committee evaluates and scores each proposal against predefined criteria and rubrics included in the solicitation documents.
5. Formal Board Approval: Proposals meeting or exceeding the required minimum scoring threshold are presented to the Region 8 Education Service Center (ESC) Board of Directors during their regular monthly meeting.

6. Final Award: The ESC Board of Directors maintains final legal approval authority for all awarded contracts.

Previous Municipal Precedent

The Town of Orange Park has previously utilized this exact procurement method with success. Two years ago, Public Works procured equipment lifts through O'Reilly Auto Parts utilizing the TIPS cooperative purchasing program. That purchase successfully demonstrated full compliance with municipal purchasing policies while securing competitive contract pricing without requiring a redundant local solicitation.

Recommendation & Benefits

Utilizing an existing, competitively solicited TIPS contract allows the Town to:

- Maintain Full Regulatory Compliance: Meets local and state competitive bidding mandates through a verified, publicly advertised RFP/RFQ process.
- Leverage Purchasing Power: Secures national volume pricing without incurring the administrative burden and costs of issuing an independent solicitation.
- Streamline Timeline: Accelerates procurement and project execution schedules based on proven past practice.

Please let me know if you would like to review any part of the specific contract documentation, or vendor pricing schedules prior to moving forward.

Item No. 11.h

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Public Works

Item Title: Approval of Contract with The Kenton Group, Inc., and Work Order with CMT for Construction Engineering and Inspection (CEI) Services for the Blake Avenue Water Main Improvements-Phase I Project

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

Financial Impact if Applicable: Project: $258,998.00 - GL#405-60-53300-63016 for $150,000.00 (available $387,842.86)
- GL#302-60-54100-46030 for $108,998.00 (available $1,412,950.48)

CEI Services: $ 49,800.00 - GL#302-60-54100-46030 for $108,998.00 (available $1,412,950.48)

Background Information:
Blake Avenue West between Plainfield Avenue and Park Avenue was designed by CMT in 2025 and 2026. The project was publicly advertised for bidding, and seventeen (17) bids were received on September 24, 2026. The lowest responsive and responsible bidder was The Kenton Group, LLC, with a bid amount of $258,998. Funding is available in the FY2026-2027 Approved Budget. Staff and the Town's consulting engineer recommend awarding the construction contract to The Kenton Group, LLC.

A copy of the bonds are on file with Public Works.

Action Requested: Motion to approve and authorize the Mayor to sign a Contract with The Kenton Group, Inc. in the amount of $258,998.00 and CMT WO#38 PES/CEI for services associated with replacement of the water main and connected water services along Blake Avenue from Plainfield Avenue to US 17 (Park Ave).

Information Attached:
AGREEMENT - Kenton.Blake Ave Phase I
WO 38- Blake Ave CEI
NOTICE OF AWARD - Kenton Group
Blake Avenue WM Ph 1 Docs_Page_1
Blake Avenue WM Ph 1 Docs_Page_2

SECTION 00500

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2026 by and between the **Town of Orange Park** (hereinafter called OWNER) and **The Kenton Group, Inc.** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

BLAKE WATER MAIN IMPROVEMENTS – PHASE 1

The Project is located within the Town of Orange Park and is located within existing Town of Orange Park and FDOT rights-of-way. The project limits run from Plainfield Avenue to the west right-of-way of US-17/ Park Avenue. The Scope of Work includes, but is not limited to the following:

a. Remove existing asphalt and concrete as needed to install new water main
b. Connect to existing 14" water main at Plainfield Avenue
c. Connect to existing 3" water main at Carrington Court
d. Connect to existing 6" water main at Park Avenue
e. Install new 8" PVC (DR-18) water main pipeline
f. Bacteriological clearance and pressure test new water mains
g. Reconnect existing customers to new water main
h. Replace concrete removed during construction
i. Replace asphalt and roadway striping as needed to preplace water main.
j. Remove existing fire hydrants and install new fire hydrants
k. Re-sod all disturbed grass areas with like grassing

Article 2. ENGINEER.

The Project has been designed by:

Crawford, Murphy, & Tilly, Inc. (CMT)
7785 Baymeadows Way, Suite 200
Jacksonville, FL. 32256
904.448.5300

who is hereinafter called ENGINEER. OWNER'S representative will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. CMT will be Owner's Representative.

Article 3. CONTRACT TIME.

3.1 The Work must be substantially completed within **120** days after when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **150** days after when the Contract Times commence to run.

3.2 *Liquidated Damages* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and

that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER **Two Hundred Fifty Dollars ($250.00)** plus any monies paid by the OWNER for additional engineering and inspection services associated with such delays for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Hundred Dollars ($100.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in lawful money of the United States, in the amount of:

TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND ZERO CENTS ($258,998.00).

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments.* OWNER shall make progress payments once per month on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraph 5.1.1. and 5.1.2. below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Pay applications will be reviewed by the ENGINEER and submitted to the OWNER once they have been approved for payment.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold payment, in accordance with paragraph 14.02 of the General Conditions.** 90% of Work completed (with the balance being retainage).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold payment, in accordance with paragraph 14.02 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

** Payments are to be made in accordance with Title 14, Chapter 218, Florida Statutes, after the Application for Payment has been approved by the OWNER and ENGINEER.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance

with Title 14, Chapter 218, Florida Statutes.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized themself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.02 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to subsurface or physical conditions at or contiguous to the site or otherwise may effect cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes. THE CONTRACTOR HAS ALSO PERFORMED THEIR OWN ANALYSIS OF THE SITE AND SOIL CONDITIONS FOR THIS PROJECT.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that they have discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (Section 00500).

8.2 CONTRACTOR'S Bid Proposal (Section 00315).

8.3 NSPE General Conditions and Exhibit GC-A (Section 00700-a).

8.4 General Conditions (Section 00700).

8.6 Supplementary Conditions (Section 00815).

8.7 Specifications as listed in the Project Manual bearing the title: **BLAKE WATER MAIN IMPROVEMENTS – PHASE 1**

8.8 Drawings with each sheet bearing the following general title: **BLAKE WATER MAIN IMPROVEMENTS – PHASE 1** (see Section 00860 for list and dates).

8.9 Addenda numbers **1** to **2**, inclusive.

8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___ inclusive).

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or any interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other parties hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

1. The CONTRACTOR will be required to submit an updated construction schedule monthly with each payment request. The schedule must show the original schedule, the actual schedule, and the projected schedule for each line item.

2. Prior to issuing subcontracts or purchase orders for subcontract work or major materials, the CONTRACTOR must submit the proposed subcontractors' and vendors' names to the OWNER/ENGINEER and must receive written approval from the OWNER/ENGINEER.

3. Shop drawings must be submitted and approved prior to starting the Work items.

4. Insurance Certificates must be submitted prior to starting Work.

5. Performance Bond, Section 00610 and Payment Bond, Section 00620.

6. The OWNER reserves the right to stop work and terminate this Contract at any time. Both Parties agree that if termination is necessary, the CONTRACTOR will only be paid for the actual work accomplished and will not be reimbursed for any unearned profits or other expenses of any type.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the _____ day of _____ in the year of 2026.

OWNER:
Town of Orange Park

By: _____
Winnette Sandlin, Mayor

Attest: _____
Town Manager, Gary Goble

CONTRACTOR:
The Kenton Group, Inc.

By: _____

Terence McKenzie
(Print Name)

Attest: _____

Rhonda Johnson
(Print Name)

Address for giving notices:

2539 Hidden Village Drive

Jacksonville, FL 32216

License No: CUC1225272

Agent for service of process: Rhonda Johnson

If CONTRACTOR is a corporation, attach evidence of authority to sign.

END OF SECTION 00500

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Electronic Articles of Incorporation For

THE KENTON GROUP, INC.

P08000052611
FILED
May 28, 2008
Sec. Of State
jshivers

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

THE KENTON GROUP, INC.

Article II

The principal place of business address:

7931 SEAPEARL CIRCLE
KISSIMMEE, FL. 34747

The mailing address of the corporation is:

7931 SEAPEARL CIRCLE
KISSIMMEE, FL. 34747

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1,000

Article V

The name and Florida street address of the registered agent is:

LAW OFFICE OF PHILIP S. KAPROW
798 EXECUTIVE DRIVE
B
OVIEDO, FL. 32765

I certify that I am familiar with and accept the responsibilities of registered agent.

P08000052611
FILED
May 28, 2008
Sec. Of State
jshivers

Registered Agent Signature: PHILP S KAPROW

Article VI

The name and address of the incorporator is:

PHILP S. KAPROW
P.O. BOX 195516

WINTER SPRINGS, FL 32719-5516

Incorporator Signature: PHILP S. KAPROW

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PSTD
TERENCE MCKENZIE
7931 SEAPEARL CIRCLE
KISSIMMEE, FL. 34747

Article VIII

The effective date for this corporation shall be:

05/28/2008

Work Order
between
Town of Orange Park
and
Crawford, Murphy, and Tilly (CMT) Inc.

Blake Avenue Watermain Improvements – Phase 1

THIS DOCUMENT, executed this _1st__ day of _December__, 2026, is **WORK ORDER No. 38**, Continuing Contract for Professional Services dated April 30, 2024, executed between the Town of Orange Park ("Owner") and Crawford, Murphy & Tilly, Inc. ("Engineer") on April 30, 2024, (hereafter after called "Work Order").

A. GENERAL

The Owner and Engineer have entered into a Continuing Contract ("Agreement") which provides that, from time to time, the "Owner may request that Engineer provide professional services for Specific Projects," and "each 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

This Work Order is for Professional Engineering Services to provide general construction administration and CEI services associated with replacement of the water main and connected water services along Blake Avenue from Plainfield Avenue to US 17 (Park Avenue), including reconnection of the water main serving Carrington Court and the existing water services along US 17 that are connected to the Blake Avenue water main.

C. PROJECT OVERVIEW

The Project is located within the Town of Orange Park, within Town and Florida Department of Transportation rights-of-way. The project limits extend from Plainfield Avenue to the west right-of-way line of US 17 (Park Avenue). Construction activities include the following:

1. Removal of existing asphalt and concrete as needed for water-main construction
2. Connection to the existing 14-inch water main at Plainfield Avenue
3. Connection to the existing water main at Carrington Court
4. Connection to the existing 6-inch water main at Park Avenue
5. Installation of approximately 929 linear feet of 8-inch PVC DR 18 water main, including valves, fittings, and appurtenances
6. Installation of approximately 155 linear feet of 6-inch PVC DR 18 water main, including valves, fittings, and appurtenances
7. Removal of two existing fire hydrants and installation of three new fire hydrants
8. Pressure testing, bacteriological sampling, and clearance of the new water mains
9. Reconnection of existing water services to the new water main
10. Replacement of concrete, sidewalk, asphalt, and roadway striping removed or disturbed as part of the construction activities
11. Re-sodding of disturbed grass areas with grass matching the existing type, along with general restoration of areas disturbed by construction within the residential and light-commercial project corridor

D. SCOPE OF SERVICES

The CONSULTANT will provide the services listed below for the PROJECT. CMT services are based on professional judgment, site observations during scheduled visits, and records made available to CMT. CMT services do not constitute continuous observation of the Contractor's work.

Services will be provided under three tasks, which include Contract Administration and Management, Resident Construction Observation, and Recording and Reporting to the Town, as described herein:

Task 1 – ***Construction Administration and Management:***
These services require a variety of administrative and management tasks in support of the field inspection staff during the progress of the work and may include, but may not be limited to the following:

1. Coordinate and participate in one pre-construction meeting with the Owner, Contractor, utility representatives, permitting agencies, and other project stakeholders. Prepare and distribute meeting minutes to attendees.
2. Review the Contractor's baseline schedule, erosion and sediment control plan, and asphalt quality-control plan for general conformance with the construction contract documents. CMT review does not transfer responsibility for preparation or implementation from the Contractor.
3. Log and transmit shop drawings, product data, requests for clarification of alternate/substitution items/systems or other design variations requested by the Contractor. Technical disposition of design-related items remains with the Engineer of Record unless CMT receives separate written authorization.
4. Conduct progress meetings with the appropriate project stakeholders at a monthly frequency. Prepare and distribute meeting minutes to attendees.
5. Coordinate communication among the Owner, the Contractor, utility representatives, permitting agencies, and affected property representatives. Contractual instructions originate from the Owner unless the Owner otherwise delegates specific authority to CMT or another entity in writing.
6. Monitor permit expiration dates identified in the construction Contract Documents and notify the Owner of approaching dates. CMT will support renewal coordination of such permits prior to expiration, however, renewal remains an Owner or Contractor responsibility as assigned by the construction contract.
7. Observe Contractor's incorporation of materials into the work and report apparent deviations from the construction contract documents. CMT is entitled to rely on manufacturer data, laboratory reports, survey data, and records supplied by others.
8. Document extra work required of the contractor and maintain records of costs, including personnel, equipment, materials (permanent and temporary) used in conjunction with time of performance, location, and work sequence at the time requested by the Owner. CMT documentation does not establish entitlement or price.
9. Compare observed progress with the Contractor's current schedule and report material variances to the Owner.
10. Observe Contractor's compliance with maintenance of traffic requirements and report apparent deviations to the Owner and Contractor.

11. Observe Contractor's compliance with permit-related conditions stipulated by regulatory agencies. Report apparent deviations to the Owner and Contractor and provide appropriate recommendations as necessary to maintain such compliance.
12. Review changes and Contractor requests for added compensation or time. Provide written professional recommendations to the Town as to the validity and reasonableness of the requests based on available information within the construction Contract Documents. Detailed claims review, forensic schedule analysis, rebuttal preparation, mediation, or litigation support is an added service.
13. Review Contractor payment requests based on CMT observations and available supporting records, then provide a payment recommendation to the Owner. The recommendation does not represent an exhaustive measurement of quantities or evaluation of the Contractor's performance.
14. Prior to recommendation for final payment, review and comment to the Town on Contractor's submittal of "As-Built" drawings, test results, maintenance and operating information, bonds, warrantees, certificates of inspection and related submittals for apparent conformance with specified submittal requirements. CMT is entitled to rely on documents prepared by the Contractor and others.
15. Review EEO, DBE, and certified payroll documentation only when these reviews are required by the project funding source or if otherwise requested by the Owner.

*Task **2** – **Resident Construction Observation**:*

During the field-service hours, CMT will observe work associated with construction activities and report apparent deviations from the construction contract documents to the Contractor and/or the Owner. Activities to be observed may include, but may not be limited to, the following:

- Clearing and grubbing
- Demolition and removal
- Erosion and pollution control
- Earthwork
- Subgrade construction
- Grading
- Drainage
- Asphalt and concrete construction
- Utility coordination
- Utility construction
- Signing and pavement markings
- Grassing and landscaping
- Any other features included in the construction plans
- Site cleanup
- Testing
- Startup activities
- Review of final certifications and As-Built survey

CMT's observation or presence on the jobsite does not relieve the Contractor from responsibility for work quality, quantities, construction means, methods, techniques, sequences, procedures, site security, or jobsite safety. CMT has no responsibility for the Contractor's safety program or for acts or omissions of the Contractor, subcontractors, suppliers, or others performing construction work.

*Task **3** – **Records and Reporting**:*

16. Prepare daily field reports for days when CMT personnel are present at the site. Reports are to note observed activities, weather, personnel and equipment, tests witnessed, apparent deviations, significant communications.
17. Maintain a project record set containing documents received or prepared by CMT, including correspondence, meeting minutes, submittal logs, payment recommendations, change documentation, and field reports.
18. Prepare a monthly summary during months with construction activity, based on a monthly reporting frequency.

19. Notify the Contractor of observed conditions that appear inconsistent with the construction contract documents or permit requirements. The Contractor remains responsible for corrective work.
20. Observe scheduled tests and equipment and systems startups identified in advance and record the observed procedure and reported result. Testing agencies and the Contractor remain responsible for testing methods, accuracy, and records.

E. SERVICE LIMITATIONS AND ADDITIONAL SERVICES

- Services within this Work Order are based on a presumed construction duration with standard staffing as described in ***Section G – Staffing and Schedule Assumptions***.
- Night work, weekend work, overtime, shift coverage, added meetings, re-observation caused by deficient work, and work beyond the stated construction duration require written authorization and a fee and schedule adjustment.
- Materials testing, laboratory services, survey, subsurface utility engineering, geotechnical services, environmental sampling, and specialty testing are excluded unless explicitly identified in writing.
- CMT may rely on information furnished by the Owner, Contractor, Engineer of Record (if other than CMT), testing laboratory, surveyor, utility owners, permitting agencies, and product manufacturers.
- CMT has no authority to change the construction contract, authorize added cost or time, accept or reject work, stop work, or issue instructions to the Contractor unless the Owner delegates a specific action in writing.
- When CMT observes a condition presenting an imminent threat of serious bodily harm, CMT may communicate the observation to the Owner and Contractor. This communication does not create responsibility for jobsite safety.
- Claims consulting, expert testimony, mediation, arbitration, litigation support, detailed schedule-impact analysis, and redesign are added services.
- If construction duration or requested effort exceeds Exhibit A assumptions, CMT may pause affected services after written notice until the parties execute a written amendment.

F. OWNER RESPONSIBILITIES

- Designate the Owner's project representative and provide timely decisions and instructions.
- Provide CMT with the executed construction contract documents, permits, Contractor schedule, payment requests, submittals, change documentation, test reports, and project correspondence relevant to CMT services.
- Provide access to the project site and coordinate access to Town records and facilities.
- Retain responsibility for contractual decisions, acceptance of construction work, payment to the Contractor, permit-holder duties assigned to the Owner, and authorization of cost or time changes.
- Engage the Engineer of Record, laboratory, surveyor, and specialty consultants not included in CMT's scope.

G. STAFFING AND SCHEDULE ASSUMPTIONS

Assumption	Included Basis
Anticipated construction duration	5 Months (4 mo. Substantial + 1 mo. Final)
Resident field coverage	15 hours / week (Sr. Inspector)

Construction administration	2 hours / week (Sr. Engineer)
Progress meetings	5 Meetings, 0.5 hours ea.
Submittals	Up to 15 Initial Submittals + 5 Resubmittals
RFIs	Up to 10 RFIs
Payment applications	Up to 6
Change Order Support	Up to 5 minor change orders
Closeout Support	1 substantial completion site review +1 follow-up site review
Closeout Package	1 initial closeout package +1 resubmittal
Record Drawings	1 record drawing / As-Built review + 1 resubmittal
Night / weekend work	Excluded

Standard Hourly Labor Rates

Proposed Subconsultants

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

N/A

H. DELIVERABLES

- Preconstruction meeting minutes.
- Progress meeting minutes.
- Daily field reports for staffed field days.
- Monthly summaries during active construction months.
- Submittal and RFI logs.
- Payment recommendations.
- Closeout review memorandum and project-record transfer.

I. COMPENSATION

TASK 1: Construction Administration and Management	$	11,400.00
TASK 2: Resident Construction Observation	$	34,200.00
TASK 3: Recording and Reporting	$	4,200.00
LUMP SUM TOTAL	**$**	**49,800.00**

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. 38_ to be effective as of the date first above written.

OWNER:
TOWN OF ORANGE PARK
2042 Park Avenue
Orange Park, FL 32073

By: _____

Name: Winnette Sandlin
Title: Town Manager

Date Signed: _____

ENGINEER:
Crawford, Murphy & Tilly, Inc. (CMT)
7785 Baymeadows Way, Suite 200
Jacksonville, FL. 32256

By: _____

Name: Paul E. Ina
Title: Group Manager, ST Florida

Date Signed: _____

SECTION 00510

NOTICE OF AWARD

DATED: 11/3/2026

TO: The Kenton Group, Inc.

ADDRESS: 203 Oxford Estates Way, St. Johns, FL, 32259

OWNER'S PROJECT NO.: 24007698-00

PROJECT: BLAKE AVENUE WATER MAIN IMPROVEMENTS – PHASE 1

CONTRACT FOR: BLAKE AVENUE WATER MAIN IMPROVEMENTS – PHASE 1

You are notified that your Bid dated **September 24, 2026** for the above contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

BLAKE AVENUE WATER MAIN IMPROVEMENTS – PHASE 1

The Total Contract Price of your contract is **TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND 00/100 ($258,998.00).**

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by **November 13, 2026.**

1. You must deliver to the (OWNER OR ENGINEER) a fully executed counterpart of the Agreement including all the Contract Documents including Drawings. Each of the Contract Documents must bear your signature, company name and date on the cover.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (Section 00115), General Conditions (Section 00700) and Supplementary Conditions (Section 00815).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

TOWN OF ORANGE PARK

By: _____
Gary Goble, Town Manager

END OF SECTION 00510

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CMT
Infrastructure Professionals

October 30, 2026

Mr. Kyle Croce
Public Works Director
Town of Orange Park
700 Ash Street
Orange Park, FL 32073
kcroce@townop.com

RE: REED STREET ROADWAY & UTILITY IMPROVEMENTS
BID AWARD RECOMMENDATION

Dear Mr. Croce:

Bids were received on September 24, 2026 for the Blake Avenue Water Main Improvements – Phase I project. Seventeen (17) total bids were received for the project. A copy of the bid tabulation is included for your review.

The lowest three (3) bids were reviewed and deemed responsible and responsive. CMT recommends accepting the low base bid from **The Kenton Group, Inc.** as the lowest-cost qualified responsible and responsive bidder in the lump-sum bid amount of **$258,898.00** for the above-mentioned contract.

The recommended bid price is below the Engineer's Opinion of Probable Cost for this project of **$344,000.00**.

Respectfully Submitted,

Donald J. Sheldon, Jr., PE
Engineer of Record

ENCLOSURES
Bid Tabulation

TOWN of ORANGE PARK

CMT

BLAKE AVENUE WATER MAIN - PHASE 1
BID TABULATION
Bid Date: 9/24/2026

	Contractor	Base Bid Amount
1	The Kenton Group, Inc.	$ 258,998.00
2	Grimes Utility, Inc	$ 299,396.00
3	Kirby Development	$ 334,077.96
4	Maer Construction	$ 361,115.00
5	DB Civil Construction, LLC	$ 399,799.00
6	TB Landmark Construction	$ 449,123.00
7	Badger Underground	$ 473,469.08
8	Ferreira Construction Co, Inc.	$ 483,016.00
9	C & B Civil Construction, Inc.	$ 499,700.00
10	Petticoat Schmidt Civil Contractors	$ 501,328.00
11	Besch & Smith Civil Group, Inc.	$ 550,757.17
12	Corbitt Site Construction	$ 569,378.43
13	C.A.P. Contracting, Inc.	$ 585,900.00
14	SanPik, Inc.	$ 651,276.00
15	ITC Communications, LLC	$ 755,117.61
16	Hager Construction Company	$ 872,768.00
17	US Water Services Corporation	$ 883,400.00
	Engineer's Opinion of Probable Construction Cost:	***$ 344,000.00***

Item No. 11.i

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Public Works

Item Title: Approval to Continue Piggybacking the City of Daytona Beach Contract with Insituform Technologies, LLC, and Authorize Purchase Order

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

Financial Impact if Applicable: $530,811.00 - GL 405-60-53500-65015; available balance $553,860.49

Background Information: Since 2014, the Town of Orange Park Public Works Department has maintained a proactive cured-in-place pipe (CIPP) relining program to rehabilitate aging sanitary sewer infrastructure. Relining deteriorated mains prevents emergency pipe failures and sewer overflows while reducing groundwater infiltration—which lowers treatment volumes and long-term operating costs at the wastewater treatment plant.

To keep the program cost-effective, the Town utilizes municipal piggyback contracts to engage Insituform, a nationally recognized CIPP contractor with a local Jacksonville office. On February 17, 2026, Council approved our current piggyback agreement through the City of Daytona Beach (a three-year term with two optional one-year renewals), allowing the Town to secure competitive pricing without the time and expense of a separate procurement.

Since FY 2020/2021, this partnership has completed 50,000 linear feet of sewer rehabilitation across six phases:

Fiscal Year	Project Cost	Linear Feet Lined	Council Approved
2020/2021	$334,610.10	11,057 LF	December 2020
2021/2022	$283,410.20	7,877 LF	October 2021
2022/2023	$284,840.15 / $81,027.90	18,063 LF	October 2022 / January 2023
2023/2024	$263,297.15	5,754 LF	October 2023
2024/2025	$252,921.09	4,179 LF	November 2024

Fiscal Year	Project Cost	Linear Feet Lined	Council Approved
2025/2026	$168,821.35	3,070 LF	November 2025

For the upcoming phase, Public Works has identified priority sewer segments tied to near-term roadway projects. Coordinating relining ahead of paving minimizes construction costs, extends the life of surface improvements, and prevents future road cuts. Based on proven performance and system familiarity, Insituform remains the most qualified and economical contractor for this work.

Why This Matters to Residents Proactive pipe rehabilitation prevents neighborhood sewer backups, protects local waterways, and avoids costly emergency repairs that impact utility rates. By scheduling this work ahead of planned roadway improvements, the Town minimizes traffic and construction disruptions for residents. Additionally, this ongoing investment satisfies prior Florida Department of Environmental Protection (FDEP) consent order obligations and demonstrates continued regulatory compliance to the FDEP, St. Johns River Water Management District (SJRWMD), and the U.S. Environmental Protection Agency (EPA).

Identified areas for lining include:
Park Ave, Rusmore, Stiles, Smith, Mound, Clinton, Azalea, Hopkins, Birdwood, Sandpiper

Action Requested: Approval to Continue Piggybacking the City of Daytona Beach Contract with Insituform Technologies, LLC, and Authorize Purchase Order in the amount of $530,811.00.

Information Attached:
TOP - Piggyback Contract Form.SGR Approved-Insituform.DaytonaBeach

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Contract" or "Agreement") is made and entered into as of this 1st day of December, 2026 (the "Effective Date") by and between Insituform Technologies, LLC, a Delaware Limited Liability Company ("Contractor"), and the **TOWN OF ORANGE PARK**, a political subdivision existing under the laws of the State of Florida (the "Town" or the "Buyer" or the "Owner").

RECITALS:

WHEREAS, effective April 3, 2025, Contractor made and entered into a contract with the City of Daytona Beach (the "Government Entity"), General Services Contract No. 2506 (the "Governmental Contract") to provide Rehabilitation Services for Sanitary Sewer Gravity Mains and Oval and Round Stormwater Mains to the Government Entity, a copy of which is on file with the Town and incorporated herein by this reference; and

WHEREAS, the Governmental Contract is in full force and effect, and has been competitively procured and awarded by the Government Entity; and

WHEREAS, the Town's Purchasing Policy (POL-P-2015-1) authorizes and permits the Town to use contracts of other governmental entities which have been competitively procured and awarded by such governmental entities; and

WHEREAS, Contractor provided the Town with a written proposal dated November 19, 2026 containing a description of the services to be performed, which services are similar services as described in the Governmental Contract; and

WHEREAS, at a duly noticed meeting on February 17, 2026, the Town approved piggybacking onto the Governmental Contract, which remains in full force and effect between the Government Entity and Contractor, for Contractor to perform the services described therein for the Town; and

WHEREAS, it is in the best interests of the parties to use the Governmental Contract for procurement of the services, subject to the Town's Purchasing Policy and Ordinance Code provisions as provided herein; now therefore

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

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

Section 2. **Services**. Contractor shall perform the services described in the written proposal, subject to the pricing described thereon, attached hereto as **Exhibit A** (collectively, the "Services"). Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. Contractor acknowledges that this Contract

requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Contract, and Contractor shall perform the same as though they were specifically mentioned, described and delineated. Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Contract Manager. In the event of a conflict between the provisions of the Services as described in the Proposal and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services. The provisions, terms, and conditions of the Governmental Contract applicable to the Services shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Governmental Contract applicable to the Services, including, but not limited to, provisions related to fees, payment, term, termination, confidentiality, trade secrets, indemnification, insurance, limitation of liability, and governing laws shall be resolved in favor of this Contract, but only to the extent of any conflict.

Section 3. Maximum Indebtedness; Contract Price. The Town's maximum indebtedness for the Services under this Contract shall not exceed the fixed monetary amount of Five Hundred Thirty Thousand, Eight Hundred Eleven Dollars ($530,811.00), with a 10% allowable increase subject to annual available and lawfully appropriated funds. The Contract payment terms are set forth on **Exhibits A and D** attached hereto.

Section 4. Contract Term. The term of this Contract shall commence on the Effective Date and shall continue until April 3, 2028, unless sooner terminated by either party in accordance with the terms of this Agreement. The Town will have the option to renew this contract for up to two (2) terms of one (1) year each, if the City of Daytona Beach renews.

Section 5. Contract Documents. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

i. This Agreement including exhibits attached hereto, as modified by any subsequent signed amendments; and
ii. The Governmental Contract.

Any terms in the Governmental Contract that conflict with or are prohibited under this Contract shall not be included in this Contract and shall be void and of no force or effect.

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

other address either party from time to time specifies in writing to the other.

As to the Town:	Town of Orange Park 2042 Park Avenue Orange Park, FL 32073 Attention: Town Clerk Email: crusso@townop.com
With a copy to:	Lawsikia Hodges, Town Attorney Same address as above Email: lhodges@sgrlaw.com
As to Contractor:	Insituform Technologies, LLC 580 Goddard Ave Chesterfield, MO 63005 Attention: Diane Partridge Phone: 636-530-8000 E-mail: dpartridge@azuria.com

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

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

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

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

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

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

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

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

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

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

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

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

TOWN:

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

By:_____
Winnette Sandlin, as Mayor

Attest:

By_____
Town Clerk

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

_____
Town Manager or authorized designee

CONTRACTOR:

Insituform Technologies, LLC, a Delaware limited liability company

_____
Print Name:_____
Title:_____

Exhibit A

Proposal

[To immediately follow this page.]

Insituform
An azuria Water Solutions Company

6966 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Brandt Curvel
Regional Manager

Phone: (904)838-0090
Fax: (904)292-3198
Email: bcurvel@azuria.com

November 19th 2026

Kyle Croce
Town of Orange Park
700 Ash St
Orange Park, FL
904-673-5883
Email: **kcroce@townop.com**

Re: Sanitary Sewer Rehabilitation FY 2027 – CIPP Sewer Lining

Kyle,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to The Town of Orange Park, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the current continuing services contract awarded to ITLLC by the City of Daytona Beach – Term Contract No. 2506 (ITB #2506ITB) – Cured-In-Place Pipe (CIPP) Rehabilitation Services for Sanitary Sewer Mains and Oval/Round Stormwater Mains.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item No.	Description	Unit of Measure	Unit Price	Quantity	Ext. Price
1	CIPP 8" x 6.0 mm normal thickness (.236")	LF	$ 36.00	8,311	$ 299,196.00
4	CIPP 10" x 6.0 mm normal thickness (.236")	LF	$ 40.00	1,266	$ 50,640.00
55	Light Cleaning & Inspection 8" – 12" diameter	LF	$ 5.00	9,577	$ 47,885.00
70	Root Removal 8" – 12" diameter	LF	$ 5.00	2,500	$ 12,500.00
75	Tuberculation Cleaning 8" – 12" diameter	LF	$ 18.00	500	$ 9,000.00
80	Protruding Tap Removal	Each	$ 177.00	1	$ 177.00
231	By-pass Pumping 8" Diameter Gravity Main	LF	$ 2.00	8,311	$ 16,622.00
232	By-pass Pumping 10" Diameter Gravity Main	LF	$ 2.00	1,266	$ 2,532.00
241	Tanker Truck	Day	$ 3,102.00	4	$ 12,408.00
242	Standard Service Reconnection	Each	$ 410.00	75	$ 30,750.00
243	Traffic Control index - MOT 601 or 602	Day	$ 528.00	3	$ 1,584.00
244	Traffic Control index - MOT 603	Day	$ 1,872.00	3	$ 5,616.00
246	Traffic Control index - MOT 601 or 602	Week	$ 2,110.00	4	$ 8,440.00
247	Traffic Control index - MOT 603	Week	$ 7,487.00	3	$ 22,461.00
269	Mobilization	Setup	$ 5,500.00	2	$ 11,000.00
				Total:	**$ 530,811.00**

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. **Mobilization and demobilization** of personnel, equipment, and materials to and from the Project site for the duration of the project.
2. **Maintenance of Traffic (MOT)** for bypass, cleaning/televising and CIPP lining
3. **Bypass** – This proposal covers all aspects of by-passing for the cleaning/televising and CIPP lining.
4. **Insurance** - The City of Jacksonville Beach will be listed as the name insured at no additional cost.
5. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC.
6. Internal reinstatement of all service connections as directed by the Customer or their representative.
7. CCTV inspection of the pipe before and after the lining is complete.
8. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
9. Standard insurance coverage with the following limits:
   General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   Auto: $2,000,000 Combined Single Limit
   Workers Compensation: Statutory with $1,000,000 Employer's Liability
   The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Manual operation of any pumping and/or metering stations.
2. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
3. External service reconnections.
4. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
5. Bypassing of services or laterals.
6. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
7. Removal and disposal of any hazardous or toxic materials encountered during the Project.
8. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
9. Certified Professional Engineer stamped designs. Will be provided if required in specifications.

10. Payment and Performance Bonds. If requested, bonds will be 2.5% of project cost.
11. State and local sales and/or use taxes.

GENERAL TERMS AND CONDITIONS:

1. **ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the Insituform Technologies/City of Daytona Beach Contract: Term Contract No. 2506 (ITB #2506ITB) – Cured-In-Place Pipe (CIPP) Rehabilitation Services for Sanitary Sewer Mains and Oval/Round Stormwater Mains**

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Brandt Curvel

Brandt Curvel
Regional Manager

Accepted By:_____ Date: _____
(signed)

_____ Title: _____
(print name)

Insituform Technologies, Inc.

Date: 1/14/2026

Job Name: Town of Orange Park - FY 27 Sewer

Job Number:

City doesn't have hydrant meters - Use a backflow or CCUA meter

Shot Number	Segment Number	Map Page No.	Up MH No.	Down MH No.	LOCATION	DIA. in plan	DIA. **in field**	Thickness mm plan	Thickness mm **field**	LENGTH ft plan	LENGTH ft **actual**	DEPTH **Upstr MH**	DEPTH **Dwnstr MH**	PIPE Type	TAPS # plan	TAPS # **actual**	COMMENTS	Traffic Control	Field Reporting Qty CLEANING TYPE	Field Reporting Qty CLEANING FEET	Field Reporting Qty CLEANING DATE	INVERSION Planned Date	INVERSION Installed Date	INVERSION Length	TAPS Cut	Specialty Cutting TB Removal	Specialty Cutting Root Removal	Media Package Media Number	Media Package Date To ITI	Media Package Date To Client
1	**1**	3 & 5	MH23-100	MH23-98	Park Ave. (Hwy 17)	8	**8**	6	**6**	207	**207**	**5.6**		VC	1	**1**	Inspected during FY 26 Project			**207**	**4/2/26**									
1	**2**	5	MH23-98	MH23-96A	Park Ave. (Hwy 17)	8	**8**	6	**6**	260	**260**			VC	0	**0**	Inspected during FY 26 Project - Just waiting for City to expose & raise MH 96A			**260**	**4/2/26**									
2	**3**	5	MH23-96A	MH23-96	Park Ave. (Hwy 17)	8	**8**	6	**6**	408	**408**		**7.6**	VC	1	**1**	Inspected during FY 26 Project - Just waiting for City to expose & raise MH 96A			**408**	**4/2/26**									
3	**4**	3 & 5	MH01-168	MH01-166	Park Ave. (Hwy 17)	10		6		497				VC	4															
4	**5**	3	MH01-166	MH01-160	Park Ave. (Hwy 17)	10		6		769				VC	4			Wells Rd Lane Closure												
5	**6**	5	MH01-62	MH01-60	Candy Ln	8		6		350				VC	3			Flaggers for Plainfield												
6	**7**	5	MH01-70	MH01-68	Silverwing Cir	8		6		205				VC	2															
6	**8**	5	MH01-68	MH01-66	Silverwing Cir	8		6		80				VC	0			Flaggers for Plainfield												
7	**9**	5	MH01-76	MH01-74	Campbell Ave	8		6		279				VC	3															
7	**10**	5	MH01-74	MH01-72	Campbell Ave	8		6		365				VC	3			Flaggers for Plainfield												
8	**11**	6	MH23-84	MH23-76	Campbell Ave	8		6		195				VC	1															
8	**12**	6	MH23-76	MH23-68	Campbell Ave	8		6		241				VC	0															
9	**13**	6	MH23-68	MH23-66	Campbell Ave	8		6		241				VC	2															
9	**14**	6	MH23-66	MH23-64	Campbell Ave	8		6		225				VC	1															
10	**15**	6	MH23-70	MH23-68	Anna Ave	8		6		361				VC	4															
11	**16**	10	MH23-72	MH23-71	Anna Ave	8		6		291				VC	4															
12	**17**	6	MH23-71	MH23-68	Anna Ave	8		6		287				VC	2															
13	**18**	14	MH21-60	MH21-58	Plainfield Ave	8		6		238				VC	1			Flaggers for Plainfield												
13	**19**	14	MH21-58	MH21-54	Plainfield Ave	8		6		174				VC	0			Flaggers for Plainfield												
14	**20**	14	MH21-54	MH21-52	Plainfield Ave	8		6		657				VC	8			Flaggers for Plainfield												
15	**21**	14	MH21-56	MH21-54	Ralph St	8		6		289				VC	2			Flaggers for Plainfield												
16	**22**	14	MH21-64	MH21-02	McIntosh St	8		6		292				VC	2			Flaggers for Plainfield												
17	**23**	18	MH15-54	MH15-46	Hopkins St Esmt	8		6		354				VC	3															
18	**24**	18	MH05-80	MH05-76	Birdwood Dr	8		6		174				VC	1															
18	**25**	23	MH05-76	MH05-72	Birdwood Dr	8		6		355				VC	3															
19	**26**	23/24	MH05-72	MH05-66	Birdwood Dr	8		6		392				VC	3															
19	**27**	24	MH05-66	MH05-50	Birdwood Dr	8		6		145				VC	0															
20	**28**	23	MH05-70	MH05-68	Sandpiper Ln	8		6		221				VC	2															
21	**29**	23/24	MH05-68	MH05-66	Sandpiper Ln	8		6		354				VC	4															
22	**30**	10	MH23-58	MH-23-56	Hwy 17	8		6		398				VC	4			FDOT R-O-W												
23	**31**	10	MH-23-56	MH-23-54	Hwy 17	8		6		273				VC	2			FDOT R-O-W												
				TOTALS						**9,577**	**875**				**70**	**2**				**875**				**0**	**0**	**0**	**0**			

Exhibit B-1

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

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

2. I currently serve as _____of _____, a Florida ___ _____(the "Company").

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

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

_____

Name: _____

NOTARY PUBLIC, State of Florida

(SEAL) Serial Number (if any) _____

My Commission Expires: _____

Exhibit B-2

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

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

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

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

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

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

(SEAL)

Exhibit C

Indemnification and Insurance

Indemnification

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

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

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

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

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement

and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

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

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

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

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

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

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

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the Town of Orange Park, Florida Certificates of Insurance that shows the corresponding Town Contract or Bid Number in the Description, Additional Insureds, 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.

Exhibit D

Additional Required Contract Provisions

D.1. Bonds and Other Performance Security. For services to perform construction or public works projects, as applicable, Contractor shall not perform or commence any Work until the following performance bond and labor and material payment bond or other performance security have been delivered to the Town. Contractor shall deliver a performance bond and labor and material payment bond to the Town in accordance with the provisions of Section 255.05, *Florida Statutes*. Contractor shall provide to the Town a 100% Performance Bond and a 100% Labor and Material Payment Bond for the Work to be performed under this Agreement, each in an amount not less than the maximum indebtedness amount and contract price defined in Section 4 of this Agreement.

To be acceptable to the Town as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.

5. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

   i. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Financial Services to conduct business in this state.

   ii. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

D.2. Relationship of the Parties. In performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of Buyer. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences and procedures utilized to perform the Services in accordance with the Contract.

D.3. Buyer's Right to Make Changes. Buyer may unilaterally require, by written order, changes altering, adding to, or deducting from the Services ("Changes"), provided that such Changes are within the general scope of the Contract. Buyer will make an equitable adjustment in the Contract price or delivery date if the Change materially affects the cost or time of performance. Such equitable adjustments require the written consent of Contractor, which shall not be unreasonably withheld. The Parties will cooperate with each other in good faith in

discussing the scope and nature of the Change, the availability of Contractor personnel, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

D.4. Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with Buyer for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by Buyer shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well. The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Service that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or (iii) to any use of the Service in a manner or for any purpose other than those contemplated in the Contract. Contractor's warranties extend solely to the Buyer.

D.5. Buyer Will Assist Contractor. At Contractor's request, Buyer will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. Buyer will also designate a Contract Manager who will, on behalf of Buyer, work with Contractor and administer the Contract in accordance with its terms.

D.6. Location Requirements for Services. Unless otherwise stated herein, the Services shall be performed in Clay County and no Services will be performed outside of the United States. These restrictions may be modified in writing if Buyer determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

D.7. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed and consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

D.8. Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Unless otherwise agreed, Contractor shall provide a monthly report summarizing Contractor's performance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

D.9. Ownership of Works. (a) As used in this Section and the Section below entitled "Intellectual Property", the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to Buyer pursuant to the Contract. (b) With the exception of Contractor's pre-existing intellectual capital and third-party intellectual capital as described in the Section "Intellectual Property" below, Buyer shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each

Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Contractor specifically for Buyer in connection with the Contract, and derivative works relating to the foregoing. The use of these Works in any manner by Buyer shall not support any claim by Contractor for additional compensation. (c) Each Work, and any portion thereof, shall be a "work made for hire" for Buyer pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Contractor specifically for other customers of Contractor or for the purpose of providing substantially similar services to other Contractor customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Contractor hereby irrevocably assigns, transfers, and conveys to Buyer, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Contractor acknowledges that Buyer shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect or evidence Buyer's ownership of the Work.

D.10. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

D.11. Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially accepted software development and documentation processes and standards.

D.12. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting

the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property in accordance with the procedures provided for in Section E.3 above ("Buyer's Right to Make Changes").

D.13. Loss of Data. If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

D.14. Best Pricing for Comparable Services to Other Government Entities. Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same or a smaller quantity of Services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. Buyer may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

D.15. Purchase Orders. If the Contract requires a Service to be ordered by Buyer via purchase order, Contractor shall not deliver or furnish the Service until a Buyer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by Buyer directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Buyer.

D.16. Taxes. Buyer is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Contractor shall not include any state, local and federal taxes in any prices quoted to Buyer.

D.17. Right of Setoff. Buyer may, in addition to other remedies available at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted in good faith by Buyer (or any other local government entity or authority located in Clay County, Florida) against Contractor.

D.18. Attorneys Fees. Each party shall be responsible for its own attorneys' fees related in any manner to this Agreement.

D.19. Retention of Records / Audits. (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor.

(e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

D.20. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

D.21. Qualification of Contractor Employees, Subcontractors, and Agents. All Contractor employees, subcontractors and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of Buyer and with all controlling laws and regulations relevant to the services they are providing under the Contract. Buyer may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor or agent furnished by Contractor. Buyer may refuse access to, or require replacement of, any personnel for reasonable cause. Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors and agents are not considered employees of Buyer. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an

employer other than Buyer. As a condition to providing services to Buyer, Contractor (and any subcontractor) will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to Buyer upon request.

D.22. Security Procedures. Contractor and its employees, subcontractors and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida and Buyer in performance of the Contract. Buyer agrees that any security procedures imposed by Buyer specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

D.23. Restrictions on the Use or Disclosure of Buyer's Information. Contractor shall not use, copy or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors or employees in the course of performing the Services, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of Buyer. At Buyer's request, all information furnished by Buyer will be returned to Buyer upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on Buyer's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Agreement.

D.24. Protection of Contractor's Trade Secrets and Other Confidential Information. All documents received by Buyer in connection with this Agreement are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to Buyer. Buyer agrees to notify Contractor of any third party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, Buyer may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

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

D.26. Assignment of Antitrust Claims. Contractor and Buyer recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by Buyer. Therefore, Contractor hereby assigns to Buyer any and all claims under the antitrust laws of Florida or the United States for overcharges of goods, materials or services purchased in connection with the Contract.

D.27. Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above cited terms, written evidence of such exempt status must be provided to Buyer.

D.28. Unauthorized Aliens; E-Verify. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s), that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

D.29. Prompt Payment to Subcontractors and Suppliers. Payments under this Agreement shall be governed by the Local Government Prompt Payment Act, Chapter 218, Part 7, Florida Statutes.

D.30. Conflicts of Interest. Contractor acknowledges that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor. By execution of this Agreement, Contractor represents that no public official has a financial interest in Contractor's bid or contract.

D.31. Substitution of Personnel. In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Contractor's substitute shall have the same or higher qualifications, years of experience, etc. as the personnel they are substituting.

D.32. Methods and Times of Payment. The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Town periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit B – Payment Terms.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Town, shall show the Town's contract title, and shall have a unique invoice number assigned by the Contractor. In accordance with Florida

Statutes, Section 218.74, the time at which payment shall be due from the Town shall be forty-five (45) days from receipt of a proper invoice. Disputes for payment of obligations shall be concluded by final written decision of the Town Manager, or designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Town.

Invoices and associated back-up documentation shall be submitted 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.

D.33. Proprietary Information. As a political subdivision of the State of Florida, the Town is subject to the stipulations of Florida's Public Records Law.

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

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

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

D.34. Non-Discrimination. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

D.35. Mechanics Liens. Contractor shall not cause or allow any mechanics lien or liens to be placed upon the Town's property, and if any such mechanics lien or liens are so placed upon the Town's property as a result of Contractor's actions, Contractor shall promptly pay and remove said lien or liens and if Contractor shall fail to remove the same within the same day of receipt of written notice thereof by Town. Contractor agrees that any mechanics lien placed on the Town's property by Contractor or any of its subcontractors is void and of no effect under against a government entity under Florida Mechanics Lien Law.

D.36. Contingent Fees Prohibited. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, Buyer shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

D.37. Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations. Contractor shall immediately notify Buyer in writing if its ability to perform is compromised in any manner during the term of the Contract.

D.38. Warranty of Incorporation. Contractor represents and warrants that Contractor is a validly existing corporation or limited liability company, as applicable, and is registered and authorized to do business in the State of Florida.

D.39. Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Clay County, Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

D.40. Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

D.41. Bankruptcy. The Town reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or

becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

D.42. Press Release or Other Public Communications. Under no circumstances shall the Contractor without the express written consent of the Town:

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

D.43. Compliance with Applicable Laws. The Contractor (and any subcontractors as to any services that the Contractor provides to the Buyer under this Agreement) must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to:

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

D.44. Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

D.45. Prohibition against Considering Social, Political or Ideological Interests in Government Contracting. Pursuant to Section 287.05701, Florida Statutes, as amended, Contractor is hereby notified that Buyer in awarding contracts to vendors may not: (a) Request documentation or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and (b) Give preference to a vendor based on the vendor's social, political, or ideological interests.

D.46. Scrutinized Vendors. Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

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

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

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

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

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

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

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

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

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

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

(2) Is engaged in a boycott of Israel.

D.47. Convicted Vendor List. A person or affiliate placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes, following a conviction for a public entity crime may not do any of the following for a period of thirty-six (36) months from the date of being placed on the convicted vendor list:

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

D.48. Discriminatory Vendor List. An entity or affiliate placed on the State of Florida discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:

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

D.49. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

D.50. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section 3.26 below.

D.51. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion. In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its Response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector. Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any reprocurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

D.52. Contractor Remedies Upon Buyer Default. Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

D.53. Public Records. The Buyer is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

b) Upon request from the Buyer's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

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

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

g) Public Records Custodian

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

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

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

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

Item No. 11.j

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Public Works

Item Title: Approval to Piggyback CCUA and JEA Contracts with Petticoat-Schmitt for Utility Construction and Repair Services

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

Financial Impact if Applicable: $150,000.00 - depending on nature of emergency services, monies could be coming from multiple GLs, including the Operating Budget accounts R&M Water Plant, R&M Water Distribution Services, R&M Sewer Treatment Plant; R&M Sewer Collection System, R&M-Lift Stations and CIP Budget accounts such as Watermain Upgrades, Repair/Replace Water line; Repair Replace Sanitary Sewer., Water Plant Improvements and Sewer Plant Improvements; Extend Water Service and Extend Sewer Service.

Background Information: Petticoat-Schmitt Civil Contractors is a Jacksonville-based construction company with extensive experience in water, sewer, and utility infrastructure projects. Due to reductions in preventative maintenance funding, the Public Works Department has an increased need for qualified contractors to respond to emergency water main breaks, unforeseen utility failures, and maintenance issues within the Town's water distribution system, wastewater collection system, and water treatment facilities located on Ash Street and Milwaukee Avenue.

Utilizing a piggyback contract through **Clay County** provides the Town with an efficient means of securing these services through a competitively awarded contract that meets the intent and requirements of the Town of Orange Park Purchasing Policy. This approach allows the Town to quickly engage a qualified contractor when urgent needs arise while avoiding the time and administrative burden associated with conducting a separate procurement process.

Given the Town of Orange Park's limited procurement resources, including the absence of a dedicated Purchasing Agent or Procurement Officer, piggybacking on an existing competitively awarded contract represents a practical, cost-effective, and time-saving solution for meeting critical Public Works operational needs.

Action Requested: Approval for Mayor to sign two piggyback contracts, one with CCUA and with JEA with Petticoat Schmitt for construction services for our plants and utility repairs.

Information Attached:
PS Authorization to Town of Orange Park
Piggyback Contract Form.SGR Approved PetticoatSchmitt.JEA
Piggyback Contract Form.SGR Approved PetticoatSchmitt.CCUA

petticoat schmitt

November 19, 2026

Town of Orange Park
Attn: Kyle Croce / Public Works
700 Ash Street
Orange Park, FL 32073

Re: Authorization to Piggyback CCUA and JEA Agreements

Dear Kyle Croce:

On behalf of Petticoat-Schmitt, I authorize the Town of Orange Park to piggyback our existing agreements with Clay County Utility Authority (CCUA) and JEA.

Petticoat-Schmitt agrees to extend the applicable pricing, terms, and conditions of both agreements to the Town of Orange Park for services within the scope of those agreements, subject to mutual agreement on project-specific requirements and schedules.

We appreciate the opportunity to work with the Town of Orange Park. Please contact us if you need additional documentation to proceed.

Sincerely,

Ryan Schmitt

Ryan Schmitt
Chief Executive Officer
Petticoat-Schmitt

CONTRACT FOR SERVICES
(Galvanized Pipe Program Construction Services)

CONTRACT FOR SERVICES ("Contract" or "Agreement") is made and entered into as of this 1st day of December, 2026 (the "Effective Date") by and between Petticoat-Schmitt Civil Corporation ("Contractor"), and the TOWN OF ORANGE PARK, a political subdivision existing under the laws of the State of Florida (the "Town" or the "Buyer" or the "Owner").

RECITALS:

WHEREAS, effective June 30, 2022, Contractor made and entered into a contract with JEA (the "Government Entity"), JEA Contract #JEA11083 (the "Governmental Contract") to provide Galvanized Pipe Program Construction services to the Government Entity, a copy of which is on file with the Town and incorporated herein by this reference; and

WHEREAS, the Governmental Contract is in full force and effect, and has been competitively procured and awarded by the Government Entity; and

WHEREAS, the Town's Purchasing Policy (POL-P-2015-1) authorizes and permits the Town to use contracts of other governmental entities which have been competitively procured and awarded by such governmental entities; and

WHEREAS, Contractor provided the Town with a written proposal dated November 29, 2026 containing a description of the services to be performed, which services are similar services as described in the Governmental Contract; and

WHEREAS, the Town at a duly noticed meeting approved and awarded a contract with Contractor to perform the services described in the Governmental Contract; and

WHEREAS, it is in the best interests of the parties to use the Governmental Contract for procurement of the services, subject to the Town's Purchasing Policy and Ordinance Code provisions as provided herein; now therefore

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

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

Section 2. **Services**. Contractor shall perform the services described in the written proposal, subject to the pricing described thereon, attached hereto as **Exhibit A** (collectively, the "Services"). Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. Contractor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this

Agreement but necessary to carrying out its intent are required by this Contract, and Contractor shall perform the same as though they were specifically mentioned, described and delineated. Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Contract Manager. In the event of a conflict between the provisions of the Services as described in the Proposal and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services. The provisions, terms, and conditions of the Governmental Contract applicable to the Services shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Governmental Contract applicable to the Services, including, but not limited to, provisions related to fees, payment, term, termination, confidentiality, trade secrets, indemnification, insurance, limitation of liability, and governing laws shall be resolved in favor of this Contract, but only to the extent of any conflict.

Section 3. **Maximum Indebtedness; Contract Price**. The Town's maximum indebtedness for the Services under this Contract shall not exceed the fixed monetary amount of Seventy Five Thousand Dollars and 00/100 ($75,000.00), subject to annual available and lawfully appropriated funds. The Contract payment terms are set forth on **Exhibits A and D** attached hereto.

Section 4. **Contract Term**. The term of this Contract shall commence on the Effective Date and shall continue until July 31, 2027, with two (2), one (1) year renewal options, unless sooner terminated by either party in accordance with the terms of this Agreement.

Section 5. **Contract Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

i. This Agreement including exhibits attached hereto, as modified by any subsequent signed amendments; and
ii. The Governmental Contract.

Any terms in the Governmental Contract that conflict with or are prohibited under this Contract shall not be included in this Contract and shall be void and of no force or effect.

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

As to the Town:	Town of Orange Park 2042 Park Avenue Orange Park, FL 32073 Attention: Town Clerk Email: crusso@townop.com
With a copy to:	Town Attorney Same address as above Email: lhodges@sgrlaw.com
As to Contractor:	Petticoat-Schmitt Civil Contractors, Inc. Ryan Schmitt 8014 Bayberry Rd Jacksonville, FL 32256 Phone: 904-751-0888 E-mail: rschmitt@petticoatschmitt.com

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

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

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

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

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

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

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

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

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

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

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

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

TOWN:

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

By:_____
Winnette Sandlin, as Mayor

Attest:

By_____
Town Clerk

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

_____
Town Manager or authorized designee

CONTRACTOR:

Petticoat Schmidt Civil Contractors Inc. , a Florida Corporation

_____
Print Name:_____
Title:_____

Exhibit A

Proposal

[To immediately follow this page.]

Exhibit B-1

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 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 B-2

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

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

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

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

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

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

(SEAL)

Exhibit C

Indemnification and Insurance

Indemnification

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

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

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

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

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement

and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

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

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

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

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

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

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

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the Town of Orange Park, Florida Certificates of Insurance that shows the corresponding Town Contract or Bid Number in the Description, Additional Insureds, 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.

Exhibit D

Additional Required Contract Provisions

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

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

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

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

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

D.6. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed and consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location

of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

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

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

D.9. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right

to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

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

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

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

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

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

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

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

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

D.18. Retention of Records / Audits. (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor. (e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

D.19. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to

an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

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

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

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

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

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

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

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

D.27. Unauthorized Aliens; E-Verify. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s), that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

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

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

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

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

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

Invoices and associated back-up documentation shall be submitted 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.

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

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

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

the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

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

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

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

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

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

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

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

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

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

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

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

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

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

D.43. Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor

acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Is engaged in a boycott of Israel.

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

- submit a bid on a Agreement to provide any goods or services to a public entity;

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

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

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

D.48. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

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

D.50. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or

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

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

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

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

b) Upon request from the Buyer's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request

for such documents to be returned. By execution of this agreement, the Buyer is requesting that all Firm files be returned and provided to the Buyer to circumvent destruction of the files.

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

g) Public Records Custodian

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

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

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

CONTRACT FOR SERVICES

(Water/Wastewater Infrastructure General Construction Services)

CONTRACT FOR SERVICES ("Contract" or "Agreement") is made and entered into as of this 1st day of December, 2026 (the "Effective Date") by and between Petticoat-Schmitt Civil Corporation ("Contractor"), and the TOWN OF ORANGE PARK, a political subdivision existing under the laws of the State of Florida (the "Town" or the "Buyer" or the "Owner").

RECITALS:

WHEREAS, effective February 24, 2022, Contractor made and entered into a contract with CCUA (the "Government Entity"), Water/Wastewater Infrastructure General Construction Services, #2021/2022-A03 (the "Governmental Contract") to provide water and wastewater infrastructure general construction services to the Government Entity, a copy of which is on file with the Town and incorporated herein by this reference; and

WHEREAS, the Governmental Contract is in full force and effect, and has been competitively procured and awarded by the Government Entity; and

WHEREAS, the Town's Purchasing Policy (POL-P-2015-1) authorizes and permits the Town to use contracts of other governmental entities which have been competitively procured and awarded by such governmental entities; and

WHEREAS, Contractor provided the Town with a written proposal dated November 29, 2026 containing a description of the services to be performed, which services are similar services as described in the Governmental Contract; and

WHEREAS, the Town at a duly noticed meeting approved and awarded a contract with Contractor to perform the services described in the Governmental Contract; and

WHEREAS, it is in the best interests of the parties to use the Governmental Contract for procurement of the services, subject to the Town's Purchasing Policy and Ordinance Code provisions as provided herein; now therefore

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

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

Section 2. **Services**. Contractor shall perform the services described in the written proposal, subject to the pricing described thereon, attached hereto as **Exhibit A** (collectively, the "Services"). Contractor shall provide the Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder. Contractor acknowledges that this Contract requires the performance of all things necessary for or incidental to the effective and complete performance of the Services under this Contract. All things not expressly mentioned in this

Agreement but necessary to carrying out its intent are required by this Contract, and Contractor shall perform the same as though they were specifically mentioned, described and delineated. Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Services that are necessary for the completion of this Contract. The Services shall be accomplished at the direction of and to the satisfaction of the Contract Manager. In the event of a conflict between the provisions of the Services as described in the Proposal and this Agreement, this Agreement shall govern and control. The parties acknowledge that time is of the essence in completing the Services. The provisions, terms, and conditions of the Governmental Contract applicable to the Services shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Governmental Contract applicable to the Services, including, but not limited to, provisions related to fees, payment, term, termination, confidentiality, trade secrets, indemnification, insurance, limitation of liability, and governing laws shall be resolved in favor of this Contract, but only to the extent of any conflict.

Section 3. **Maximum Indebtedness; Contract Price**. The Town's maximum indebtedness for the Services under this Contract shall not exceed the fixed monetary amount of Seventy Five Thousand Dollars and 00/100 ($75,000.00), subject to annual available and lawfully appropriated funds. The Contract payment terms are set forth on **Exhibits A and D** attached hereto.

Section 4. **Contract Term**. The term of this Contract shall commence on the Effective Date and shall continue until February 12, 2027, unless sooner terminated by either party in accordance with the terms of this Agreement.

Section 5. **Contract Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

i. This Agreement including exhibits attached hereto, as modified by any subsequent signed amendments; and
ii. The Governmental Contract.

Any terms in the Governmental Contract that conflict with or are prohibited under this Contract shall not be included in this Contract and shall be void and of no force or effect.

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

As to the Town:	Town of Orange Park 2042 Park Avenue Orange Park, FL 32073 Attention: Town Clerk Email: crusso@townop.com
With a copy to:	Town Attorney Same address as above Email: lhodges@sgrlaw.com
As to Contractor:	Petticoat-Schmitt Civil Contractors, Inc. Ryan Schmitt 8014 Bayberry Rd Jacksonville, FL 32256 Phone: 904-751-0888 E-mail: rschmitt@petticoatschmitt.com

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

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

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

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

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

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

Section 12. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement,

representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the Town (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

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

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

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

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

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

TOWN:

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

By:_____
Winnette Sandlin, as Mayor

Attest:

By_____
Town Clerk

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

_____
Town Manager or authorized designee

CONTRACTOR:

Petticoat Schmidt Civil Contractors Inc. , a Florida Corporation

_____
Print Name:_____
Title:_____

Exhibit A

Proposal

[To immediately follow this page.]

Exhibit B-1

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 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 B-2

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

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

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

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

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

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

(SEAL)

Exhibit C

Indemnification and Insurance

Indemnification

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

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

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

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

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance Requirements

Without limiting its liability under this Agreement, Contractor and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement

and shall be endorsed to name the Town and its respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

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

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

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

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

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

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

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

Additional Insurance Provisions

A. Certificates of Insurance. Contractor shall deliver the Town of Orange Park, Florida Certificates of Insurance that shows the corresponding Town Contract or Bid Number in the Description, Additional Insureds, 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.

Exhibit D

Additional Required Contract Provisions

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

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

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

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

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

D.6. Use of Subcontractors; Flow-Down Provisions. Except to the extent the use of subcontractors is disclosed and consented to in writing by Buyer, Contractor shall not be allowed to subcontract or assign any of its duties and obligations hereunder. In all cases, Contractor will be responsible for the acts or omissions of its subcontractors. Contractor will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including the obligations relating to insurance, indemnification, delays, intellectual property rights, public records, non-discrimination, audits, security, location

of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

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

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

D.9. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right

to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

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

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

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

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

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

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

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

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

D.18. Retention of Records / Audits. (a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient. (b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to Buyer. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance. (c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by Buyer (including Buyer's auditor and inspector general offices), and to have full access to and the right to examine, copy or audit any of the Records, regardless of the form in which kept. Contractor will not charge Buyer for any setup, supervision or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and Buyer shall be permitted to bring his photocopying equipment if Buyer so desires. (d) Consultant must comply with and cooperate in any audits or reports requested by Buyer and must ensure that all related party transactions are disclosed to the auditor. (e) Consultant must permit Buyer to interview any of Consultant's employees, subcontractors and subcontractor employees to assure Buyer of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or Buyer is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge Buyer for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year. (f) Following any audit or review, if performance of Consultant's, in the opinion of Buyer, deficient, Buyer will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit, to Buyer, said corrective plan within ten (10) days of receiving Buyer's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after Buyer's receipt of the corrective action plan. (g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury, under Section 837.06, Florida Statutes. (h) Contractor must include the aforementioned audit, inspection, investigation and record-keeping requirements in all subcontracts and Contract assignments. (i) Contractor agrees to reimburse Buyer for the reasonable costs of investigation incurred by Buyer for audits, inspections and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

D.19. Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors or agents). Contractor shall notify Buyer in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, Buyer will give Contractor a reasonable extension of time to perform; provided, however, that Buyer may elect to terminate the Contract in whole or in part if Buyer determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to Buyer. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. No claim for damages, other than for an extension of time, shall be asserted against Buyer. Contractor shall not be entitled to

an increase in the Contract price or payment of any kind from Buyer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

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

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

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

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

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

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

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

D.27. Unauthorized Aliens; E-Verify. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. If the respondent knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the Agreement. The respondent acknowledges and agrees that any Agreement awarded requires the respondent to register with and use the E-Verify System as provided in Section 448.095, FS. Further, the respondent acknowledges and agrees that if the respondent enters an agreement with any sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s), that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) must provide the responder with an affidavit stating that the sub-contractor(s), sub-consultant(s), vendor(s), and/or material supplier(s) does not employ, contract with, or subcontract with any unauthorized aliens. Contractor acknowledges that any violation with the aforementioned will result in a default to the Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

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

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

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

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

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

Invoices and associated back-up documentation shall be submitted 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.

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

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

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

the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

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

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

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

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

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

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

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

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

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

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

1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
3. Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Town.

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

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

D.43. Employment Eligibility. The employment of unauthorized aliens by any respondent is considered a violation of Section 274A(e) of the Immigration and Nationality Act. In accordance with Chapter 2020-149, Laws of Florida, the Contractor confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. Contractor

acknowledges that any violation with the aforementioned will result in a default to the Agreement and the Buyer shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(2) Is engaged in a boycott of Israel.

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

- submit a bid on a Agreement to provide any goods or services to a public entity;

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

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

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

D.48. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

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

D.50. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or

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

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

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

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

b) Upon request from the Buyer's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

e) It is the Firm's practice to retain files for any concluded matter in electronic format and reserve the right to destroy all documents after they have been maintained for seven years, absent a written client request

for such documents to be returned. By execution of this agreement, the Buyer is requesting that all Firm files be returned and provided to the Buyer to circumvent destruction of the files.

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

g) Public Records Custodian

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

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

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

Item No. 11.k

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Finance

Item Title: Report from Audit Selection Committee and Authorization of Audit Contract and Engagement Letters

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

Financial Impact if Applicable: The financial impact is $146,500 over three years as follows ($47,500 for FYE 9/30/26, $49,000 for FYE 9/30/27 and $50k for FYE 9/30/28). An additional amount will be added to each fiscal year if Single Audits of major programs are required in any of those periods. The additional cost is $5,500 per major program for FYE 9/30/26 & 9/30/27 and $6,000 per major program for FYE 9/30/28.

Background Information:

The Auditor Selection Committee of the Town of Orange Park met three times from October 19, 2026 to November 9, 2026. Their recommendation to the Town Council is summarized in their attached memo to the Mayor & Town Council. They are recommending that the Town Council begin contract negotiations with Mauldin & Jenkins, LLC.

Action Requested: MOTION #1 We are asking for a motion from the Town Council to accept the Auditor Selection Committee's recommendation and authorize the agreement and two engagement letters.

"I move to accept the recommendation of the Auditor Selection Committee and authorize the agreement and two engagement letters with Mauldin and Jenkins, LLC for the fiscal years ending September 30, 2026, 2027, and 2028."

MOTION #2 We are asking for a motion to give the Mayor and/or Town Manager authorization to execute amendments to the agreement to increase the maximum indebtedness amount in the agreement consistent with appropriations in the annual budget for the agreement services.

"I move to authorize the Mayor and/or Town Manager to execute amendments to the agreement to increase the maximum indebtedness amount in the agreement consistent with appropriations in the annual budget for agreement services."

Information Attached:
Audit Selection Committee Minutes 2026.pdf
11-9-2026 Auditor Selection Committee Memo.pdf
TOP - Addendum to Audit Engagement Letter Agreement (Mauldin & Jenkins, LLC) (83202989.1).pdf
2026 Examination Engagement Letter - Town of Orange Park, FL.pdf
2026 Audit Engagement Letter - Town of Orange Park, FL.pdf

Town of Orange Park
Selection Advisory Committee Meeting
Monday, October 19, 2026
5:00 PM
Agenda

1. Call to Order

2. Introduction
   a. Resolution establishing the Audit Committee
   b. Florida Statutes 218.391
   c. Signing of Disclosure Documents

3. Discussion of Evaluation Matrix

4. Set Future Meeting Dates

5. Audience Comments

6. Adjournment

Town of Orange Park
Audit Selection Committee
Monday, October 19, 2026
5:00 P.M.
Minutes

1. CALL TO ORDER

The meeting was called to order at 5:04 p.m. Committee Members in attendance were Ms. Melissa Harris and Mr. Chuck Smithers. Vice-Mayor Doug Benefield joined via Zoom.

Others in attendance included: Recording Secretary Ginny York. Finance Director John Villanueva joined via Zoom.

2. INTRODUCTION

Mr. Villanueva reviewed the official resolution establishing the audit committee and reminded members that under Florida Statutes Section 218.391, municipalities are required to select an auditor every three years. Five timely proposals were received in response to the Request for Proposals from the following CPA firms: Powell and Jones, Mauldin and Jenkins, Grau and Associates, Purvis Gray, and Moss, Krusick and Associates.

Next, Mr. Villanueva clarified how to use the evaluation matrix, specifically noting that the maximum points per section apply downward per firm.

Mr. Smithers made a motion to accept the evaluation matrix as presented, which was seconded and passed unanimously.

Committee members are now tasked with independently reviewing and scoring the five proposals using the approved matrix.

3. SET FUTURE MEETING DATES

The committee scheduled their next meeting for November 2, 2026, at 5:00 PM to review individual scoring, discuss pros and cons, select the top three firms for personal interviews, and ultimately prepare a recommendation for the town council ahead of their December 1st meeting.

4. AUDIENCE COMMENTS

There were no comments at this time.

5. ADJOURNMENT

The meeting adjourned at 5:14 p.m.

Town of Orange Park
Selection Advisory Committee Meeting
Monday, November 2, 2026
5:00 PM
Agenda

1. Call to Order the Audit Selection Committee

2. New Business
   a. Approval of the October 19, 2026 Committee Meeting Minutes
   b. Discussion of Proposals
   c. Ranking of Firms

3. Set Future Meeting Date

4. Adjournment

Town of Orange Park
Audit Selection Committee
Monday, November 2, 2026
5:00 P.M.
Minutes

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m. Committee Members in attendance were Ms. Melissa Harris, Mr. Chuck Smithers, and Vice-Mayor Doug Benefield. Others in attendance included: Finance Director John Villanueva and Recording Secretary Ginny York.

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2. MINUTES

The committee reviewed the minutes from the previous meeting held on October 19, 2026. A motion was made and seconded to approve the minutes as presented, which passed unanimously with a 3-0 vote.

3. DISCLOSURES OF CONFLICT OF INTEREST

The Committee Chair inquired whether any committee members or staff possessed existing personal or professional relationships with any of the bidding firms that required official disclosure. All attendees responded in the negative, and no conflicts of interest were reported.

4. REVIEW AND TABULATION OF AUDITOR PROPOSALS

The committee evaluated the five timely proposals received from Powell and Jones, Mauldin and Jenkins, Grau and Associates, Purvis Gray, and Moss, Krusick and Associates. Members commended the Finance Department for its strong internal controls and clean numbers, which attracted a high caliber of municipal bids. In their review, members noted that two smaller, non-local firms—specifically Powell and Jones and Grau and Associates—lacked the deep structural resources of larger competitors. Members also identified a clerical template error in the proposal letter from Powell and Jones regarding an existing town relationship. Additionally, it was noted that one firm lacked adequate governmental audit experience, showing an atypical reliance on non-profit pricing discounts. Conversely, firms like Purvis Gray and Moss, Krusick and Associates demonstrated robust public-sector experience.

Mr. Villanueva collected individual evaluation sheets and tabulated the final cumulative scores. Mauldin and Jenkins ranked first with a total score of 275.9. Purvis Gray ranked second with a score of 260.1. Grau and Associates ranked third with a score of 248.2. Powell and Jones ranked fourth with a score of 242.1, and Moss, Krusick and Associates ranked fifth with a score of 240.5.

5. SELECTION AND PLANNING FOR ORAL PRESENTATIONS

A motion was made and seconded to accept the tabulated rankings and advance the top three firms—Mauldin and Jenkins, Purvis Gray, and Grau and Associates—to personal interviews and oral presentations. The motion passed unanimously with a 3-0 vote.

The committee tentatively scheduled the presentations for Monday, November 9, 2026, beginning at 2:00 p.m., subject to firm availability. Mr. Villanueva and Ms. York were directed to randomize the order of the top three firms via a blind draw and issue email invitations the following morning. The committee agreed that virtual participation via Zoom would be acceptable. Should any of the top three firms prove unavailable, the fourth-ranked firm, Powell and Jones, will be invited to fill the slot. Each firm will be allocated approximately 20 minutes for a presentation and question-and-answer period, targeting a total meeting length of 90 minutes to two hours. Following the presentations, the committee will deliberate, rank the finalists, and make a recommendation to the Town Council ahead of their December 1, 2026, meeting, where Council authorization to negotiate a contract will be decided.

6. AUDIENCE COMMENTS

There were no comments at this time.

7. ADJOURNMENT

The meeting adjourned at 5:27 p.m.

Town of Orange Park
Selection Advisory Committee Meeting
Monday, November 9, 2026
1:55 PM
Agenda

1. Call to Order the Audit Selection Committee

2. New Business
    a. Approval of the November 2, 2026 Committee Meeting Minutes
    b. Presentations
        a. 2:00 P.M.-Mauldin & Jenkins, LLC
        b. 2:25 P.M.-Purvis, Gray and Company, LLP
        c. 2:50 P.M.-Grau & Associates

3. Audience Comments

4. Committee Recommendations

5. Adjournment

Town of Orange Park
Audit Selection Committee
Monday, November 9, 2026
1:55 P.M.
Minutes DRAFT

1. CALL TO ORDER

The meeting was called to order at 1:55 p.m. Committee Members in attendance were Ms. Melissa Harris, Mr. Chuck Smithers, and Vice-Mayor Doug Benefield. Others in attendance included: Finance Director John Villanueva and Recording Secretary Ginny York.

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2. MINUTES

The committee reviewed the minutes from the previous meeting held on November 2, 2026. A motion was made and seconded to approve the minutes as presented, which passed unanimously with a 3-0 vote.

3. PRESENTATIONS

A. MAULDIN & JENKINS, LLC

Representatives from the accounting firm Malden & Jenkins, including Audit Partner Daniel Anderson and Audit Manager Garrett Marlowe, presented their proposal to provide auditing services for the Town of Orange Park for the fiscal year ending September 30, 2026. The presenters highlighted the firm's extensive specialization in government accounting, noting that they serve over 800 governmental clients across the Southeast and maintain a high 90% staff retention rate to ensure team continuity. They outlined their collaborative approach to transitioning new clients, utilizing real-time web software called Shurlink to streamline documentation, and offering free quarterly continuing education to their clients.

During the subsequent question-and-answer session, the board discussed the potential financial challenges stemming from the passage of Amendment 3 and the resulting increase in the Homestead Exemption. The firm explained that while they anticipate an increase in GASB 102 revenue constraint disclosures across Florida municipalities, they will carefully evaluate individual plans to mitigate property tax revenue declines. Additionally, the presenters addressed the specific focus required for smaller municipalities, emphasizing the evaluation of internal control structures and the segregation of duties in limited finance departments. Finally, the finance director confirmed that the upcoming audit would be for the period ending September 30, 2026, with an expected field work completion timeline around mid-April.

B. PURVIS, GRAY & COMPANY

Purvis Gray, the Town's incumbent auditing firm for 12 years, presented their proposal for the upcoming audit, projecting a 320-hour timeline for a base fee of $55,500. The firm highlighted its deep institutional knowledge and specialized focus on 31 Florida municipalities, noting that over 80% of the audit hours would be handled by senior-level supervisors. They plan to transition roughly two-thirds of their work on-site and introduce a specialized accounting AI tool, Trillion, to analyze large data sets for hidden anomalies and streamline document review. Addressing firm rotation, the presenters noted that authoritative bodies do not recommend automatic rotation, citing studies that show audit failure is three times more likely with a new firm; as an alternative, they offered an internal partner/manager rotation. They reminded the board that upon taking over 12 years ago, they resolved severe, previously unaddressed flaws in internal controls, utilities, and a mismanaged pension plan that ultimately returned over $1 million to the Town.

During the question-and-answer session, the firm noted that smaller municipalities require a strict audit focus on fundamental internal controls and segregation of duties rather than the complex economic development risks found in larger cities. Regarding Amendment 3, the firm predicted no immediate balance sheet impact beyond required disclosures but warned that long-term property tax declines would force cities to adopt fire assessments or risk scaling back public safety departments in favor of county services. Finally, the firm explained that single audits are billed separately to avoid unnecessary costs, advising the board to scrutinize competing bids to see if fees are charged "per single audit" or "per major program," as multiple major programs can exponentially multiply a low initial quote.

B. GRAU & ASSOCIATES

Grau & Associates, represented by Audit Partner David Koplowski, presented their proposal, highlighting that 95% of their firm operates as a dedicated Florida government audit department. Mr, Koplowski noted their nimble size allowed them to outpace larger competitors by custom-building internal AI tools to detect anomalies and look deeper across massive data sets. To demonstrate alignment, he cited their 15-year relationship with the Town of Lantana, whose $26.4 million budget closely mirrors Orange Park's $20.6 million expenses. The firm offers a transparent digital tracking portal for real-time document exchange and guarantees direct, year-round access to partner leadership.

During the question-and-answer session, Mr. Koplowski stated that smaller municipalities require customized audit plans focusing on flexible mitigating controls due to limited resources for the segregation of duties. When questioned on tech proficiency, he detailed a dual top-down and bottom-up training approach; because the firm's strict municipal focus creates a dedicated offseason after June 30th, the entire staff undergoes practical testing to master prompt engineering and task optimization. He emphasized that the firm's partners personally code and build their internal tools rather than outsourcing them to consultants, ensuring strict data security. Regarding logistics, the firm will provide one week of on-site fieldwork during the first-year transition, scaling down to an as-needed basis in subsequent years. Finally, Mr. Koplowski noted that Amendment 3 would require standard subsequent

event and GASB risk disclosures for fiscal year 2026, offering their proprietary AI tools to help the Town forecast operational property tax revenue impacts.

4. RECOMMENDATION

Following the interviews, the selection committee voted 3-0 to recommend Malden & Jenkins as the top choice to the Town Council, establishing a final ranking of Malden & Jenkins first, Purvis Gray second, and Grau & Associates third.

During the pricing review, Finance Director John Villianueva clarified that Malden & Jenkins' first-year fee of $53,000 includes the single audit fee. In contrast, incumbent Purvis Gray proposed a scaling base fee ($55,500 in Year 1, $58,000 in Year 2, and $60,500 in Year 3) with single audits billed separately at $5,000, while Grau & Associates was ranked third due to a weaker presentation. Mr. Smithers favored Purvis Gray for their institutional continuity amid upcoming municipal financial challenges, but the majority preferred Malden & Jenkins for their large-scale Florida experience and the benefit of a fresh perspective. The recommendation will move forward for formal consideration at the December 1st Town Council meeting.

5. AUDIENCE COMMENTS

There were no audience comments at this time.

6. ADJOURNMENT

The meeting adjourned at 3:17 p.m.

MEMO

DATE: November 19, 2026

TO: Mayor and Town Council

FROM: John P. Villanueva, CPA, Finance Director

SUBJECT: Auditing Services – Summary of Competition

In accordance with Section 2.19 of the Town Charter, the town issued a full and open competitive solicitation to obtain proposals from qualified firms to provide independent financial auditing services. Three proposals were received in response to the solicitation. A Selection Advisory Committee was established to review, score and recommend a firm for contract negotiations.

Committee Meeting Date:

October 19, 2026 (establish evaluation criteria and distribute proposals)
November 2, 2026 (evaluation of proposals)
November 11, 2026 (Oral presentations with top three proposals and ranking of firms based on presentations and final recommendation)

Summary of Technical Scores:

Proposer	Score
Mauldin and Jenkins	275.9
Purvis Gray and Company	260.1
Grau & Associates	248.2

All three responding firms were invited to make an oral presentation. After oral presentations, the Committee finalized the ranking of the remaining proposals as follows:

1. Mauldin & Jenkins
2. Purves Gray & Company
3. Grau & Associates

Consensus Statement:

The Committee recommends Mauldin & Jenkins to provide external independent financial auditing services. It is recommended that the Town of Orange Park begin contract negotiations with Mauldin & Jenkins.

ADDENDUM TO AUDIT ENGAGMENT LETTER
(Independent Audits for FY2025-2026 through 2027-2028)

THIS ADDENDUM TO AUDIT ENGAGEMENT LETTER ("Addendum") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the **TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida (the "Town" or "Buyer") and **MAULDIN & JENKINS, LLC**, a Florida limited liability company ("Contractor")(collectively, the "Parties" or individually "Party").

RECITALS

WHEREAS, pursuant to Request for Proposal dated September 23, 2026 (the "RFP"), the Town awarded Contractor a contract to perform a professional independent financial audit pursuant to Section 218.39, Florida Statutes, for Fiscal Years 2025-2026 through 2027-2028 and other services as more particularly described in the RFP (the "Services"); and

WHEREAS, the Town and Contractor entered into an Audit Engagement Letter and an Examination Engagement Letter on _____ (collectively, the "Audit Engagement Letter"), the Town and Contractor desire to supplement the terms and conditions of the Audit Engagement Letter with this Addendum to incorporate the Town's other required contract provisions. The Audit Engagement Letter and this Addendum shall be referred to herein collectively, as the "Agreement" or the "Contract".

NOW THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Addendum, the Parties agree as follows:

1. Recitals; Incorporation by Reference. The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. Term. The Term of this Agreement will cover a three-year fiscal year audit period and begin as of the Effective Date and shall continue until _____, _____. Each year of the engagement shall depend on Contractor's satisfactory completion of the annual audit in the Town's sole determination.

3. Maximum Indebtedness; Contract Price. The Town's maximum indebtedness for the Services under this Agreement shall not exceed the fixed monetary amount not-to-exceed _____ _____ and 00/100 ($_____.00), subject to annual available and lawfully appropriated funds. The payment terms of the Agreement are set forth on Section A.14 of **Exhibit A** and the payment schedule on **Exhibit B**. The payment terms set forth on Section A.14 shall govern and control over any conflicting payment terms contained in this Agreement, including terms regarding late fees and service charges. The Town shall not be responsible for late fees and service charges.

4. Agreement Documents. This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

i. Audit Engagement Letter;

ii. This Addendum including exhibits attached hereto, as modified by any subsequent signed amendments;
iii. The RFP and any addendums to the RFP; and
iv. The Contractor's Response dated October 12, 2026, on file with the Town Clerk and incorporated herein by reference.

Any terms in the Contractor's Response that conflict with or are prohibited under this Agreement and the RFP, including any addendums to the RFP, shall not be included in this Agreement and shall be void and of no force or effect.

5. Miscellaneous Required Contract Provisions. Contractor shall adhere to the additional required contract provisions set forth on **Exhibit A** attached hereto and incorporated herein by reference.

6. Indemnification and Insurance. Contractor shall adhere to the indemnification and insurance requirements contained on **Exhibit D** attached hereto.

7. Required Affidavit. 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 C-1** and **Exhibit C-2**, respectively.

8. Entire Agreement. The Audit Engagement Letter and this Addendum constitutes the Agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed in the Agreement herein shall be binding. Contractor acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.

9. 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
Attn: Finance Director

With a copy to:	Town Attorney Same address as above
As to Contractor:	Mauldin & Jenkins, LLC 1401 Manatee Avenue West, Suite 1200 Bradenton, FL 34205 Attention: Daniel R. Anderson, CPA

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

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

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

[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Agreement 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:

MAULDIN & JENKINS, LLC, a Florida limited liability company

_____
Print Name: _____
Title:_____

Exhibit A

Additional Required Contract Provisions

A.1. Provision of Services. Contractor shall provide Buyer with all of the services and deliverables described in the RFP (collectively, the "Services"), which RFP terms are incorporated herein by reference. If any services, functions or responsibilities are not specifically described in the RFP, the Contractor's Response, and this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein. To the extent of any conflict between the terms of Contractor's Response and the RFP and this Agreement, the RFP and this Agreement shall govern.

A.2. 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.

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

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

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

A.6. Use of Subcontractors; Flow-Down Provisions. 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).

A.7. Meetings and Reports. Contractor must attend all meetings and public hearings relative to the Services where its presence is determined to be necessary and requested by Buyer and Contractor can reasonably schedule its appearance. Contractor shall provide other periodic reports respecting the Services as Buyer reasonably requests.

A.8. Ownership of Works.

(a) As used in Sections A.8 and A.9, 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 Section A.9 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.

A.9. Intellectual Property.

(a) Contractor grants to Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to Buyer) Contractor's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work. (b) If the Work contains, has embedded in, or requires for the use of, any third-party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Contractor shall secure for Buyer an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Contractor shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the

foregoing rights to an affiliate or a third party service provider. This subparagraph does not apply to standard office software (e.g., Microsoft Office). (c) Should Buyer, or any third party obtaining such Work through Buyer, use the Work or any part thereof for any purpose other than that which is specified in the Contract, it shall be at Buyer's and such third party's sole risk.

A.10. Limitation of Warranty for Buyer-Furnished Software. In lieu of any other warranty expressed or implied herein Buyer warrants that any programming aids and software packages supplied for Contractor use as Buyer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by Buyer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Buyer furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify Buyer and supply documentation regarding any defects and their effect on progress on the Contract. Buyer will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the Buyer-furnished property.

A.11. Loss of Data. If any Buyer data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer in the manner and on the schedule set by Buyer. This remedy shall be in addition to any other remedy Buyer may be entitled to by law or the Contract.

A.12. 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.

A.13. Pricing. Compensation for the Services shall be as set forth in the Contract..

A.14. Invoicing and Payment.

(a) Payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, the appropriate vendor identification number, and in accordance with Section 218.391(7), Florida Statutes, sufficient detail to demonstrate compliance with the terms of the Contract. Buyer may require any other information from Contractor that Buyer deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. Buyer does not pay service charges, interest or late fees unless required by law. Town payments under this Agreement shall be made as Contractor performs work and no Town funds shall be advanced prior to the performance of work without the approval of the Town Council.
(b) To the extent Contractor's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the Town's approved travel policy and applicable Florida laws.

(c) Buyer's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

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

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

A.17. 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) Contractor 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) Contractor must permit Buyer to interview any of Contractor'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 Contractor'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.

A.18. Buyer's Right to Suspend Work. Buyer may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, Buyer shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

A.19. Buyer's Right to Terminate for Convenience. Buyer reserves the right to terminate the Contract at any time and for any reason by giving written notice to Contractor. If the Contract is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Services actually performed to the date of termination. Access to any and all work papers will be provided to Buyer after the termination of the Contract. The parties understand and agree that Contractor shall not have a reciprocal right to terminate the Contract for convenience; it being understood that Buyer's payment for Services forms the consideration for Contractor not having this right. In the event of Buyer's termination of the Contract, Buyer (in its sole discretion) may also require Contractor to provide the Transition Services as set forth in Section A.22 below.

A.20. Buyer's Remedies Upon Contractor Default. Any one or more of the following events, if not cured within ten (10) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension, (2) Contractor fails to maintain adequate progress, thus endangering performance of the Contract, (3) Contractor fails to honor any other material term of the Contract, or (4) Contractor fails to abide by any statutory, regulatory, or licensing requirement. Buyer may extend the 10-day cure period in its discretion.

In addition, the following shall constitute an immediate Event of Default with no right cure: (i) Contractor is found to have made a false representation or certification in its response, or (ii) Contractor has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector. Upon an "Event of Default" on the part of Contractor, Buyer will be entitled to terminate the Contract and pursue such other remedies available at law or equity, including the recovery of any re-procurement costs and delay damages. The rights and remedies available to Buyer under the Contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience.

A.21. Contractor Remedies Upon Buyer Default. Buyer shall be in default if Buyer fails to honor any material term of the Contract, and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of Buyer's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

A.22. Transition Services. At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), Buyer may direct Contractor to provide reasonable transition assistance services ("Transition Assistance"). Contractor shall provide such Transition Assistance until such time as Buyer notifies Contractor that Buyer no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date. Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service provider (either Buyer itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by Buyer, those third parties shall cooperate with Contractor in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Contractor. Transition Assistance rendered before the Termination Date shall be provided at no additional cost to Buyer. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Contractor charges to government entities for comparable services; provided however, that if Buyer terminates the Contract because of a breach by Contractor, then (i) the Transition Assistance shall be provided at no cost to Buyer, and (ii) Buyer will be entitled to any other remedies available to it under law. Contractor may withhold Transition Assistance after the Termination Date if Buyer does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Contractor in accordance with the invoicing and payment provisions of the Contract.

A.23. 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.

A.24. No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, Buyer's payment for the Services shall not release Contractor of its obligations under the Contract and shall not be deemed a waiver of Buyer's right to insist upon strict performance hereof.

A.25. 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.

A.26. 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.

A.27. 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 Contract.

A.28. 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.

A.29. Assignment. Each party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of the Contract. Contractor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under the Contract without the prior written consent of Buyer. In the event of any assignment, Contractor shall remain liable for performance of the Contract unless Buyer expressly waives such liability. Buyer may assign the Contract with prior written notice to Contractor of its intent to do so. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Buyer.

A.30. 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.

A.31. 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.

A.32. 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.

A.33. Other Non-Discrimination Provisions. Contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, national origin, disability, age, marital status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

A.34. Prompt Payment to Subcontractors and Suppliers. The Town shall adhere to applicable Local Government Prompt Pay Act provisions in Chapter 218, Part VII, Florida Statutes, as may be amended.

A.35. Conflicts of Interest. Contractor acknowledges that pursuant to Chapter 112, Part III, Florida Statutes, 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. Contractor shall adhere to the Town's ethics, transparency, and disclosure requirements.

A.36. Contingent Fees Prohibited. Pursuant to Section 287.055, Florida Statutes, as applicable, 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.

A.37. Truth in Negotiation Certificate. Pursuant to Section 287.055, Florida Statutes, as applicable, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where Buyer determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

A.38. Compliance with Applicable Laws. Contractor (and any subcontractors) 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:

a. Auditor General Rule 10.551(3);
b. Auditing requirements of Chapter 218, Part III, Florida Statutes;
c. Government Auditing Standards promulgated by the comptroller General of the United States;
d. Governmental auditing standards as adopted by the Florida Board of Accountancy;
e. Chapter 119, Florida Statutes (the Florida Public Records Law);
f. Section 286.011, Florida Statutes (the Florida Sunshine Law);
g. Town's Procurement Policy; and
h. All licensing and certification requirements applicable to performing the Services.

If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

A.39. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases are independent of the agreement between Buyer and Contractor, and Buyer shall not be a party to such transactions.

A.40. 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.

A.41. 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.

A.42. Governing State Law/Severability/Venue. 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 this Agreement shall be exclusively in courts of competent jurisdiction located in Clay County, Florida.

A.43. 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.

A.44. Inspector General. The State Auditor Inspector General's authority includes but is not limited to the power to: review past, present, and proposed Town contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the Town, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the Town and/or receiving Town funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the State Auditor Inspector General or interfering with or impeding any investigation shall be a violation of the Contract and applicable laws.

A.45. Ethics Provisions for Vendors/Suppliers. The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Town's procurement and ethics policies.

A.46. 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 Town 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.

A.47. 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 Town 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.

A.48. 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 Town may terminate this Agreement at the Town'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 Town may terminate this Agreement at the Town'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.

A.49. 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.

A.50. 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.

A.51. Attorneys Fees. Each party shall be responsible for its own attorneys' fees related in any manner to this Agreement.

A.52. Public Records. The Town 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 Town in order to perform the service.

b) 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.

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 Town.

d) Upon completion of the Agreement, transfer, at no cost to the Town, all public records in possession of the Contractor, or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town 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 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.

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 Town is requesting that all Firm files be returned and provided to the Town 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 Town's Town Manager. The Contractor agrees to make available to the Town'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:

DR. WHITNEY QUALLS
120 EOC DRIVE
ST. AUGUSTINE, FL 32092
EMAIL:_____

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 B

Payment Schedule

ANNUAL AUDIT PRICE:

The not-to-exceed prices for providing all Auditing Services as stated in the Scope of Services, excluding the "Additional Services" listed in Section 3(D) therein for the initial term of the Contract are provided below. The prices include all costs associated to provide these services.

1. **Price for Auditing Services including Annual Financial Report for Fiscal Year Ending September 30, 2026: $47,500.00**

   Price for Single Audit as needed (per major program) for Fiscal Year Ending September 30, 2026: $5,500.00

2. **Price for Auditing Services including Annual Financial Report for Fiscal Year Ending September 30, 2027: $49,000.00**

   Price for Single Audit as needed (per major program) for Fiscal Year Ending September 30, 2027: $5,500.00

3. **Price for Auditing Services including Annual Financial Report for Fiscal Year Ending September 30, 2028: $50,000.00**

   Price for Single Audit as needed (per major program) for Fiscal Year Ending September 30, 2028: $6,000.00

Exhibit C-1

Human Trafficking Affidavit Form

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE

SECTION 787.06, HUMAN TRAFFICKING

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

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

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

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

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

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

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

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

Exhibit C-2

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

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

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

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

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

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

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

Further Affiant sayeth naught.

Executed to be effective as of _____, 2026.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

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

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

(SEAL)

Exhibit D

Indemnification and Insurance

Indemnification

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

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

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

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

If an Indemnified Party exercises its right under this Agreement, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Insurance

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of

this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
General Commercial Liability	$500,000	General Aggregate
	$500,000	Each Occurrence
	$50,000	Fire Damage
	$5,000	Medical Expenses

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

Public Liability and Property Damage Insurance (including Independent Contractor's Liability, Owner's Protection Insurance, Contractual Liability and Completed Operations Insurance)

$1,00,000 (One person in any one accident)
$1,00,000 (Two or more persons in any one accident)
$500,000 (Property Damage in any one accident)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Public Liability and Property Damage Insurance as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the Town. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	$500,000	Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate (Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive

date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

A. Contractor's 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 or any Town members, officials, officers, employees and agents.

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

C. Certificates of Insurance. Contractor shall provide the Town Certificates of Insurance at Contract execution. The certificates of insurance shall be mailed to the Town of Orange Park (Attention: Finance Director), 2042 Park Ave., Orange Park, Florida 32073.

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, 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. 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 available by the insurer, then the Contractor 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.

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

G. Special Provisions. Prior to executing this Agreement, Contractor shall present this Contract, including this Exhibit, to its insurance agent ("Agent") affirming: 1) that the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.

MAULDIN & JENKINS
CPAs & ADVISORS

November 16, 2026

Town Council and Town Manager
Town of Orange Park, Florida

Attention: John Villanueva, Finance Director

You have requested that we examine the compliance with Section 218.415, Florida Statutes, regarding the investment of public funds of the Town of Orange Park, Florida (the "Town") as of or for the period ended September 30, 2026. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether management's assertion that the Town is in compliance with Section 218.415, Florida Statutes is fairly stated, in all material respects.

Practitioner Responsibilities
We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain evidence about management's assertion regarding the Town's compliance with Section 218.415, Florida Statutes. The nature, timing and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of management's assertion, whether due to fraud or error.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements related to this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the subject matter, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Our responsibility is limited to the period covered by our examination and does not extend to any other periods.

Management Responsibilities
Our examination will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For compliance with Section 218.415, Florida Statutes, regarding the investment of public funds;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of the Town's compliance due to fraud or error;
3. For selecting and determining the suitability and appropriateness of the criteria upon which the compliance with Section 218.415 will be evaluated;
4. Responsibility for, and agree to provide us with, a written assertion about whether the Town is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement; and
5. To provide us with:
    I. Access to all information of which management is aware that is relevant to the compliance with Section 218.415 such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
    II. Additional information that we may request from management for the purpose of the examination; and
    III. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain evidence.

As part of our examination process, we will request from management written confirmation concerning representations made to us in connection with the examination.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities.

The Town's management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including attestation standards established by the AICPA.
- This engagement is limited to our examination of the Town's assertion of compliance with Section 218.415, Florida Statutes as previously outlined. Our Firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting
We will issue a written report upon completion of our examination of the Town's compliance with Section 218.415, Florida Statutes. Our report will be addressed to Mayor and Members of Town Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other
We understand that your employees will prepare us with the information required for our examination and will locate any documents or support for any other transactions we select.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Regarding the electronic dissemination of the practitioner's report, including reports published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the subject matter or assertion.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink or any other file sharing service, portal, etc. used during the conduct of the audit.

We expect to begin our examination and to issue our reports in conjunction with the issuance of the Town's financial statements.

Daniel R. Anderson, CPA, is the engagement partner for the services specified in this letter. The engagement partner's responsibilities include supervising Mauldin & Jenkins' services performed as part of this engagement and signing or authorizing another qualified Firm representative to sign the attest report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. Our fees for these services are included in the Town's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

The attest documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain attest documentation available to the State pursuant to authority given to it by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Mauldin & Jenkins' personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our attest documentation or work papers for a period of at least five years from the date of our report.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our examination including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,

MAULDIN & JENKINS, LLC



Daniel R. Anderson, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Orange Park, Florida.

Signature: _____

Title: _____

MAULDIN & JENKINS
CPAs & ADVISORS

November 16, 2026

Town Council and Town Manager
Town of Orange Park, Florida

Attention: John Villanueva, Finance Director

The following represents our understanding of the services we will provide the Town of Orange Park, Florida (the "Town"). You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Orange Park, Florida as of September 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

In addition, we will audit the Town's compliance over major federal awards or state projects for the period ended September 30, 2026, if applicable. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Town's major federal awards and state projects. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America (US GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America.

These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
3. Schedule of Changes in Net Pension Liability and Related Ratios – General Employees', Firefighters', and Police Officers Pension Plans.
4. Schedule of Contributions – General Employees', Firefighters', and Police Officers' Pension Plans
5. Schedule of Investment Returns – General Employees', Firefighters', and Police officers' Pension Plans
6. Notes to Required Supplementary Information
7. Schedule of Changes in the Town's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Combining and Individual Nonmajor Fund Statements and Schedules.

Schedule of Expenditures of Federal Awards and/or Schedule of Expenditures of State Financial Assistance

We will subject the schedule of expenditures of federal awards and/or the schedule of expenditures of state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and/or the schedule of expenditures of state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole. The schedule of expenditures of federal awards will be prepared in accordance with 2 CFR 200.510(b), and the schedule of expenditures of state financial assistance will be prepared in accordance with Rule 69I-5.003, Florida Administrative Code, and will identify each state project by its Catalog of State Financial Assistance (CSFA) number.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

In accordance with 2 CFR 200.512, the Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), including Subpart F – Audit Requirements, the Florida Single Audit Act (Section 215.97, Florida Statutes), Chapter 69I-5, Florida Administrative Code, Section 218.39, Florida Statutes, Chapter 10.550, *Rules of the Auditor General*, and the Department of Financial Services *State Projects Compliance Supplement*, as applicable. As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risk(s) during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Furthermore, the determination of waste and abuse is subjective and *Government Auditing Standards* does not require auditors to perform specific procedures to detect waste or abuse nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Audit of Major Program Compliance

Our audit of the Town's major federal award programs and state projects compliance will be conducted in accordance with the requirements of the Uniform Guidance; the Florida Single Audit Act (Section 215.97, Florida Statutes), Chapter 69I-5, Florida Administrative Code, and Chapter 10.550, *Rules of the Auditor General*; the OMB *Compliance Supplement* (2 CFR Part 200, Appendix XI); and the *Department of Financial Services State Projects Compliance Supplement* and the Auditor General's *Compliance Supplement for Local Governmental Entity Audits*, as applicable, and will include tests of accounting records, a determination of major federal programs in accordance with the Uniform Guidance and major state projects in accordance with Rule 69I-5.008, Florida Administrative Code, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires a single audit when a non-Federal entity expends $1,000,000 or more in federal awards during a fiscal year, and the Florida Single Audit Act (Section 215.97(2)(a), Florida Statutes) requires a state single audit or project-specific audit when a nonstate entity expends $750,000 or more in state financial assistance during a fiscal year. We will evaluate the Town's federal awards and state financial assistance expended for the year ended September 30, 2026, against these thresholds to determine whether a single audit and/or a state single audit is required.

The Uniform Guidance and the Florida Single Audit Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs and major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the Florida Single Audit Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs and state projects as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and major state projects, performing the applicable procedures described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* (2 CFR Part 200, Appendix XI) and the *Department of Financial Services State Projects Compliance Supplement* (Rule 69I-5.007, Florida Administrative Code) for the types of compliance requirements that could have a direct and material effect on each of the Town's major federal programs and major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major federal programs and major state projects in our report on compliance issued pursuant to the Uniform Guidance and the Florida Single Audit Act.

Also, as required by the Uniform Guidance and the Florida Single Audit Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs and major state projects. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Town's major federal award programs and major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control. These reports will be issued in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, as applicable.

State Single Audit – Florida Single Audit Act

Section 215.97, Florida Statutes (the Florida Single Audit Act), requires each nonstate entity that expends state financial assistance equal to or in excess of $750,000 in any fiscal year to have a state single audit or a project-specific audit for that year. For local governmental entities, the Auditor General's rules implementing the Act are contained in Chapter 10.550, *Rules of the Auditor General*, including Rule 10.556 (Scope of the Financial Audit and Florida Single Audit Act Audit). If the Town meets or exceeds the $750,000 threshold for the year ended September 30, 2026, our audit will include a state single audit. Our responsibilities and procedures for the state single audit will include:

- Determining major state projects in accordance with Rule 69I-5.008, Florida Administrative Code, and Chapter 10.550, *Rules of the Auditor General*.
- Auditing the schedule of expenditures of state financial assistance, which management is responsible for preparing in accordance with Rule 69I-5.003, Florida Administrative Code, and which will identify each state project by its Catalog of State Financial Assistance (CSFA) number.
- Testing compliance with the requirements that could have a direct and material effect on each major state project, using the Department of Financial Services *State Projects Compliance Supplement* and the Auditor General's *Compliance Supplement for Local Governmental Entity Audits*, as applicable.

- Obtaining an understanding of, and testing, internal control over compliance for each major state project.
- Reporting the results of the state single audit, including any findings, in the audit report in accordance with Rule 10.557, *Rules of the Auditor General*.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards and state financial assistance received and expended during the period and the federal programs and state projects under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded and state funded activities;
5. For preparing the schedule of expenditures of federal awards in accordance with the Uniform Guidance and the schedule of expenditures of state financial assistance in accordance with Section 215.97, Florida Statutes, and Rule 69I-5.003, Florida Administrative Code (including notes and noncash assistance received);
6. For designing, implementing, and maintaining effective internal control over federal awards and state projects that provides reasonable assurance that the entity is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state projects;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state projects, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award programs and state projects;
8. For disclosing accurately, currently, and completely the financial results of each federal award and state project in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings, preparing a corrective action plan for such findings, and providing the Town's written response to audit findings and recommendations as required by Chapter 10.550, *Rules of the Auditor General*;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs and state projects, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and schedule of expenditures of state financial assistance referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the schedules in accordance with the Uniform Guidance and the Florida Single Audit Act (Section 215.97, Florida Statutes, and Rule 69I-5.003, Florida Administrative Code), (b) to provide us with the appropriate written representations regarding the schedules, (c) to include our report on the schedule of expenditures of federal awards and schedule of expenditures of state financial assistance in any document that contains the schedule of expenditures of federal awards or the schedule of expenditures of state financial assistance and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards and the schedule of expenditures of state financial assistance with the audited financial statements, or if the schedules will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards and schedule of expenditures of state financial assistance no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services
With respect to any nonattest services we perform, including the following:

- Assistance with preparation of the financial statements and related notes.
- Assistance with preparation of the schedule of expenditures of federal awards and state financial assistance and related notes.

We will not assume management responsibilities on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its responsibilities.

The Town's management is responsible for: (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control. Furthermore, you acknowledge that the working digital files used to prepare your financial statements constitute proprietary information to us, and we reserve all rights to these files.

Our responsibilities and limitations of the nonattest services are as follows:

- The nonattest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.
- The nonattest services are limited to the items above previously outlined. Our Firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting
We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the Members of the Town Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

If the Town's expenditures meet or exceed the applicable thresholds, we will also issue a report on compliance for each major federal program and major state project and on internal control over compliance, and a schedule of findings and questioned costs, in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. In accordance with Rule 10.557, *Rules of the Auditor General*, our audit report will also include a management letter. Management is responsible for providing the Town's written response to our findings and recommendations, as described in Rule 10.558, *Rules of the Auditor General*. The audit report will be delivered and filed with the Florida Auditor General in accordance with Section 218.39, Florida Statutes, and Rule 10.558, *Rules of the Auditor General*, within 45 days after delivery of the audit report to the Town Council, but no later than nine months after the end of the Town's fiscal year.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reasons, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate. It may also significantly change original timelines for estimated completion of the audit.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete, including as it pertains to any information shared with Mauldin & Jenkins through SuraLink or any other file sharing service, portal, etc. used during the conduct of the audit.

Provisions of Engagement Administration, Timing and Fees
During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We expect to begin our audit and to issue our reports at mutually agreed upon dates. Daniel R. Anderson, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $47,500 for the year ended September 30, 2026. If a Single Audit is necessary (either federal or state) an additional $5,500 will be applied per major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as follows: $7,500 upon signing the engagement letter and then thereafter as work progresses. Invoices are payable on presentation; a service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days.

The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary or if there are significant delays in receiving the information needed to complete our audit procedures, the above fee estimate may need to be revised.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third-party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to Members of the Town Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, the Florida Auditor General, the Florida Department of Financial Services, a pass-through entity, the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our Firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal award programs and major state projects including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

MAULDIN & JENKINS



Daniel R. Anderson, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Orange Park, Florida.

Signature: _____

Title: _____

PBMares SM
CPAs and Consultants

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 29, 2023

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

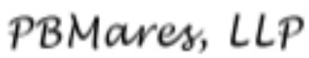
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of service organizations (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies),* or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.



PBMares, LLP
Fredericksburg, Virginia

Item No. 11.1

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	December 1, 2026
Submitting Department:	Finance

Item Title: Approval of Lease with Clay County Chamber of Commerce for Town Hall Office Space

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

Financial Impact if Applicable: $36,396 per year in revenue

Background Information: The Clay County Chamber of Commerce began leasing space at Town Hall in 2022. Their current lease was for 18-months and ends on December 31, 2026. The Clay County Chamber of Commerce has asked to renew their lease, with the same terms, extending through June 30, 2028.

Action Requested: Motion to approve the 18-month Premises Use Agreement with the Clay County Chamber of Commerce for rental of Town Hall office space.

Information Attached:
Clay County Chamber Lease 2027-2028

PREMISES USE AGREEMENT
(Clay County Chamber of Commerce)

THIS PREMISES USE AGREEMENT ("Agreement") is made and entered into this 2nd day of December 2026, between the **TOWN OF ORANGE PARK**, a municipality existing under the laws of the State of Florida, whose address is 2042 Park Avenue, Orange Park, Florida 32073 ("Lessor" or "Town"), and **CLAY COUNTY CHAMBER OF COMMERCE, INC.**, a not-for-profit Florida corporation, whose address is 2042 Park Avenue, Orange Park, Florida 32073 ("Lessee" or "User").

In consideration of the covenants and conditions set forth herein, Lessor and Lessee hereby agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor a suite of offices (Attachment A) located in a portion of the building at: 2042 Park Avenue Orange Park, Florida 32073, together with all fixtures, rights and easements thereunto belonging and the non-exclusive right to use the building common areas, including but not limited to restrooms, parking lot and sidewalks (collectively, the "Premises").

2. Term. This Agreement shall commence on January 1, 2027, and continue for an 18-month period, and expire at midnight Eastern Standard Time on June 30, 2028 (the "Term").

3. Rent. Rent shall be payable hereunder at the rate of three thousand thirty-three dollars ($3,033.00), plus applicable sales tax, per month to include:

a. Occupancy and use of the space;
b. Weekly custodial service;
c. Utilities as identified in Section 6 of this Agreement;
d. Periodic use of shared conference room – calendared in advance through the Lessor;
e. Use of the Town Council Meeting Room on the 4th Wednesday of every month from 8 a.m. until 12 p.m.;
f. Use of Town digital message board for location and special event announcements up to 50% of screen time;
g. Use of access control system for secured doors. Entry key cards will be provided to Lessee at the start of the term. Replacement key cards will be charged at a rate of $5.00 each; and
h. In addition to 3 (e) above, use of Town Council Meeting Room on a case-by-case basis, subject to availability, and any applicable fees.

The parties acknowledge that JEA, a government owned utility, provides electric services to Lessor. If during the Agreement term, JEA increases Lessor's electric utility rates as permitted by law, Lessee's rent as set forth in this section shall be subject to an increase and adjustment. The rent increase and adjustment shall be calculated on a pro rata basis, with the increase to the rent being equal to the percentage increase in JEA's base electric utility rate charged to Lessor and the average of the Lessee's previous 12 months of electricity costs for the Premises. Lessor shall provide Lessee with written notice of any proposed rent increase and adjustment pursuant to this

section, which shall include supporting documentation and a detailed calculation of the rent increase and adjustment. The parties agree to confer in good faith regarding the rent increase and adjustment. The adjusted rent shall become effective on the first day of the calendar month immediately following the Lessee's receipt of Lessor's written notice and documentation.

4. **Occupancy**. Lessor warrants that it is the owner of the Premises. Lessee is accepting the Premises on an "AS IS, WHERE IS" basis.

5. **Use**. Lessee shall use the Premises for any lawful purpose.

6. **Utilities**. Lessor agrees to pay for water, sewer, stormwater, and solid waste services. Internet and phone service shall be negotiated between the parties and shall be in addition to the rent detailed in Section 3 of this Agreement.

7. **Repairs**. Lessee shall return the Premises at the expiration or termination of this Agreement in good order and condition, less ordinary wear and tear and loss by casualty or act of God. Lessor is responsible for the structural components of the building to include roofing, heating and air conditioning, plumbing, and electrical items. Lessee has a duty to inform Lessor of issues or needed repairs as soon as possible.

8. **Improvements**. Lessee shall obtain the prior written approval of Lessor for any improvements to the Premises, and the same shall be at Lessee's sole expense. All improvements made to the Premises by Lessee shall be considered a part of the real estate and as such the property of Lessor; provided, however, that upon termination of this Agreement, Lessee may promptly remove such items of its personalty as can be removed without damaging or defacing the Premises. Lessee shall promptly repair any damages resulting from such removal. All property remaining on the Premises upon expiration or termination hereof shall be deemed abandoned.

9. **Liability for Injury or Damage; Insurance**. Lessor shall not be responsible for, and Lessee shall release, indemnify, defend, and hold harmless the Town, and its Council, directors, officers, agents and employees from and against all claims, suits, actions, damages, or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of Lessee's obligations under this Agreement or Lessee's use or occupancy of the Premises for which this Agreement is entered into and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the Town, as are provided for by law. This provision shall survive the termination of this Agreement. The User assumes all responsibility, risk and liability for all activities of User, its employees, agents, representatives, invitees, contractors, subcontractors or licensees, directly or indirectly conducted in connection with this Agreement whether occurring during or after the Term. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights of sovereign immunity and the Lessor reserves all rights and defenses under applicable sovereign immunity law. For the term of the Agreement, Lessee shall carry and at all times maintain in full force and effect the insurance contained on Exhibit A.

10. Right of Entry. Lessor shall have the right to enter in and upon the Premises at all reasonable times.

11. Damages to Premises. If the Premises are hereafter damaged, destroyed or rendered partially untenantable by fire or other casualty, insured or which should have been insured under the coverage which User is obligated to carry pursuant to this Agreement, then User shall, with the approval of the Town, within ninety (90) days after such casualty, commence repair of the Premises, and within one hundred eighty (180) days after commencement of such repair, restore the Premises to substantially the same condition in which it was immediately prior to the occurrence of the casualty. In the event that the Premises shall be rendered wholly or partially untenantable by a casualty, the Town shall have the option to cancel this Agreement in its sole discretion.

12. Termination; Remedies. Either party may terminate this Agreement at any time, with or without cause, upon providing ninety (90) days prior written notice to the other party. In the event that either Party defaults under this Agreement, each Party shall be entitled to pursue any and all remedies available to it at law or in equity for such default against a Party.

13. Force Majeure. The Town does not guarantee the uninterrupted use of the Premises as the use of the Premises may be suspended or delayed by reason of fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, or by reason of any other cause beyond the Town's control. In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder (other than the payment of any monetary obligation due hereunder) by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature, not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time by delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

14. Miscellaneous.

a. Notices. Any and all notices which are permitted or required in this Agreement shall be in writing and shall be duly delivered and given when personally served, overnight express mail delivery, or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation; in the case of receipt of overnight express mail delivery, written verification of actual delivery. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery or the certified or registered mail. Any entity may change its address as designed herein by giving notice thereof as provided herein.

If to the Town: Town of Orange Park
Town Hall
2042 Park Avenue
Orange Park, FL 32073
Attn: Town Manager

If to the Lessor: Clay County Chamber of Commerce, Inc.
2042 Park Avenue
Orange Park, FL 32073
Attn: President

b. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld by the other party in its sole discretion. User shall not sublet or permit any other person to use the whole or any part of the Premises. As used herein, the term "assign" shall include, without limitation, transfer of a controlling interest in the entity comprising User, whether by stock sale or otherwise.

c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns hereto, subject to subsection (b) above.

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

e. Governing Law/Venue. This Agreement is governed by the laws of State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Clay County, Florida.

f. Waiver. The waiver by either party of a breach of a violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. User expressly waives any and all claims of whatever nature, for any and all loss or damage sustained from any cause whatever, prior, during, or subsequent to the period encompassed by this Agreement, by reason of any defect, deficiency, failure or impairment of the Premises, including, but not limited to the water supply system, heating system, wires leading to or inside the premises, gas or electric systems or from any other source whatsoever. The Town is not liable or responsible for any financial loss incurred by the User due to unforeseen, extenuating or reasonably uncontrollable events, which cause failure of any or all of the facilities to operate or function during the period of this Use Agreement.

g. Survival of Representations and Warranties. The respective indemnifications, representations, and warranties of the respective parties to this Agreement shall survive the expiration or termination of the Agreement and remain in effect. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and continue to be effective and enforceable.

h. Compliance with Applicable Laws. The parties shall comply with all federal, state, and local laws in performing the Agreement terms.

i. Entire Agreement/Amendments. The Agreement, as amended herein constitutes the entire agreement between the parties and supersedes any prior understandings and agreements between the respective parties hereto relating to the subject matter hereof. No statements or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement may be amended, supplemented, or modified only by written amendments duly executed by the parties.

j. Attorneys' Fees and Costs. In any litigation arising out of or pertaining to this Agreement, each party shall pay for its own attorneys' fees and costs, whether incurred before, after or during trial, or upon any appellate level.

k. Time. Time is of the essence of this Agreement. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

l. Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida, as applicable:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

m. Further Instruments. User shall, from time to time, execute and deliver such further instruments as the Town or its counsel may reasonably request to effectuate the intent of this Agreement.

n. Limitation on Liability; No Personal Liability. The Town shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or

agreement of any member, officer, employee or agent of the Town or User in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

o. Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than the Town and User any right, remedy or claim, equitable or legal, under and by reason of this Agreement or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of the Town and User.

p. No joint venture. It is expressly understood that by making the Premises available, the Town is not entering into any type of joint venture agreement with User, nor is it acting as an agent of or for User nor is User acting as an agent of or for the Town.

q. Waiver of Jury Trial. The Town and User hereby knowingly, voluntarily and intentionally waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on account of any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of the Town and User hereunder, User's use or occupancy of the Premises, the entry into this Agreement and/or any claim of injury or damage resulting therefrom.

r. Section Headings. The section headings inserted in this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement, nor the meaning of any provision, condition, or term hereof.

s. Counterparts and Signature Pages. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

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

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals as of the day and year first above written.

LESSOR:

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

_____
Gary Goble, Town Manager

_____
Date

ATTEST:

_____
Courtney Russo, Town Clerk

_____
Date

LESSEE:

CLAY COUNTY CHAMBER OF COMMERCE, INC., a Florida not-for-profit corporation

_____
Print Name:_____
Title:_____

Exhibit A

Insurance Requirements

Without limiting its liability under this Agreement, Lessee shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Lessee shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Policy Limit
	$ 1,000,000	Each Employee/Disease

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

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

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

Automobile Liability $1,000,000 Combined Single

Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured. All insurance except Worker's Compensation shall be endorsed to name the Town of Orange Park, a municipality existing under the laws of the State of Florida, its officers, directors, members, employees and agents ("Town") as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. 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 its officers, directors, members, employees and agents.

C. Lessee's Insurance Primary. The insurance provided by the Lessee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Town or any Town officers, directors, members, employees and agents.

D. 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 Lessee. Under no circumstances will the Town and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. Lessee's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Lessee or its Subcontractors, employees or agents to the Town or others. Any remedy provided to Town or Town's members, directors, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

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

G. Certificates of Insurance. Lessee shall provide the Town Certificates of Insurance at

Agreement execution, that shows the corresponding Agreement Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the Town (Attention: Town Manager), 2042 Park Avenue, Orange Park, Florida 32073.

H. 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.

I. Notice. The Lessee 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 available then the Lessee, 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 Lessee under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Special Provisions. Prior to executing this Agreement, Lessee 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 Lessee.