Town of Orange Park
Town Council Meeting
Tuesday, July 21, 2026
7:00 PM
Agenda

1. Call to Order & Roll Call-Mayor Sandlin

2. Invocation & Pledge of Allegiance-Councilman Anderson

3. Mayor Comments

4. Presentations *(Public Comment-5 Minutes Per Speaker on Action Items)*
   a. Ceremonial Swearing-In and Badge Pinning of Assistant Chief Joel Grant
   b. 2024-2025 Audit Report-Purvis Gray **(Action Item)**

5. Audience Comments on Non-Agenda Items *(Public Comment-3 Minutes Per Speaker)*

6. Consent Agenda
   a. Approval of the Council Minutes for the Regular Meeting Dated June 23, 2026

7. New Business *(Public Comment-5 Minutes Per Speaker)*
   a. **Ordinance No. 06-26 (Second Reading, Public Hearing and Final Adoption):** *Third Amendment to the Fiscal Year 2025-2026 Budget*
   b. **Ordinance No. 07-26 (Second Reading, Public Hearing and Final Adoption)**: *Amendment to the Police Officers' Pension Plan to Reduce the Member Contribution Rate*
   c. **Resolution No. 17-26 (Public Hearing)**: *Amendment to the Five-Year Capital Improvement Plan*
   d. **Resolution No. 18-26**: *Setting the Proposed Millage Rate for the 2026-2027 Fiscal Year*
   e. **Resolution No. 19-26**: *Designation of T.C. Miller Community Center and Herbert Wilbert and Robert Hunter Park*
   f. Selection of a Voting Member for the 2026 Florida League of Cities Conference
   g. Approval of Collective Bargaining Agreement with LIUNA Local 630
   h. Approval of Collective Bargaining Agreement with International Association of Firefighters Local 2668
   i. Approval to Purchase 2026 Ford F-150
   j. Approval of Design-Build Contract Amendment No. 1 – Johnson Slough Project
   k. Clarke Park Playground Equipment Repairs and Installation Services
   l. Approval of Change Orders No. 2 and 3 – Clarke Park Cottage Rehabilitation Project
   m. Approval to Piggyback School Board of Duval County Contract with UES Professional Services
   n. Appointment of Member to the Police Pension Board of Trustees
   o. Appointment of Member to Seat 5 on the Historic Preservation Board
   p. Town Manager Discussion (*Requested by Councilmember Anderson-No Attachment*)
   q. Report from the Planning and Zoning Board

8. Town Manager Reports

9. Attorney Reports
    a. 2026 Legislative Session Report

10. Councilmember Reports/Comments

11. Adjournment

12. Next Scheduled Council Meetings
    a. August 4, 7PM
    b. September 1, 7PM
    c. September 15, 7PM

Item No. 4.b

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Finance

Item Title: 2024-2025 Audit Report-Purvis Gray **(Action Item)**

Check one:

[ ] Consent Agenda [X] Regular Agenda

Financial Impact if Applicable: N/A

Background Information: The audit report is presented annually to the Town Council by the Town's auditor at a Town Council meeting. The auditor for the Town for fiscal year 2024-2025 is Purvis, Gray & Company, C.P.A.

Action Requested: 1. We are requesting the auditors be allowed to present the 2024-2025 Town of Orange Park Financial Statements and Independent Auditor's Report and be allowed to read the separate Management Letter as required by the Town Charter.

2. Following the presentation, motion to accept the 2024-2025 Financial Statements and Independent Auditor's Report as presented by Purvis, Gray and Company.

Information Attached:
FYE 2025 Audit

PURVIS GRAY

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

Town Council and Town Manager
Town of Orange Park, Florida

We have audited 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 (the Town) for the year ended September 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated October 10, 2023, and in our required auditor's communication letter to you dated October 7, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements. No new accounting policies were adopted and application of existing policies was not changed during 2025, except as follows:

- During the year ended September 30, 2025, Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*, became effective. This statement updates the recognition and measurement guidance for compensated absences by requiring that liabilities for compensated absences be recognized for leave that has not been used if the leave is attributable to services already rendered, the leave accumulates, and the leave is more likely than not to be used for time off or otherwise paid. The statement also requires that liabilities for compensated absences be recognized for leave that has been used but not yet paid and amends certain previously required disclosures.

We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Town's financial statements were:

- **Allowance for Doubtful Accounts**
  Management's estimate of the allowance for uncollectible accounts, which is based on historical trends and analysis of the collectability of individual accounts.

- **Net Pension Liability/Asset, Pension Related Deferred Outflows and Inflows of Resources, and Pension Expense**
  Management's estimate of the net pension liability/asset for the Town's three defined benefit pension plans is based on the actuarial valuations performed by a qualified actuary. As permitted by GASB Statement No. 68, the Town elected to use a measurement date to record the net pension liabilities and related deferred inflows and outflows, that is one year prior to the reporting date. The net pension liability/asset represents the difference between the value of pension plan assets and the total pension liability, which is measured using various actuarial assumptions. These assumptions, if changed, could have a significant impact on recorded amounts.

- **Other Postemployment Benefit (OPEB) Obligations**
  Management's estimate of the net OPEB obligation is based on the actuarial valuation performed by a qualified actuary. This liability represents the estimated cost to fund the health insurance costs of the employees of the Town after they retire. The net OPEB liability, deferred inflows, and deferred outflows are allocated between the governmental and business-type activities. There are underlying assumptions in the actuarial report, which if changed, could significantly affect the amount reported.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

- The disclosure in Note 7 that discusses pension plans for the Town.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements
Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The $98,613 passed adjustment to accrue the fiscal year 2025 portion of a construction invoice that crossed fiscal years is an uncorrected misstatement of the financial statements. Management has determined that its effects are immaterial to the financial statements taken as a whole. There was one material adjustment made as a result of audit procedures to record revenues and receivables or deferred inflows for expenditures that were incurred during the year ended September 30, 2025, for three state grants.

Disagreements with Management
For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Town Council and Town Manager
Town of Orange Park, Florida

Management Representations
We have requested certain representations from management that are included in the management representation letter dated June 30, 2026.

Management Consultations with Other Independent Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements, or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters
We applied certain limited procedures to the required supplementary information (RSI) (as described in the table of contents to the financial statements) which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the other supplementary information (as listed in the table of contents to the financial statements), which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use
This information is intended solely for the information and use of the Town Council and management of the Town and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis Gray

June 30, 2026
Gainesville, Florida

2025

Town of Orange Park, Florida

Financial Statements and Independent Auditor's Report

September 30, 2025

PURVIS GRAY

CERTIFIED PUBLIC ACCOUNTANTS

TOWN OF ORANGE PARK, FLORIDA
LIST OF TOWN OFFICIALS
AS OF SEPTEMBER 30, 2025

TOWN COUNCIL
Randy Anderson, Mayor
Winnette Sandlin, Vice-Mayor
Doug Benefield
Glenn Taylor
Kenneth Vogel

TOWN MANAGER
John Villanueva, C.P.A (Acting)

TOWN CLERK
Courtney Russo

FINANCE DIRECTOR
John Villanueva, C.P.A.

TOWN ATTORNEY
Lawsikia Hodges

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

TOWN OF ORANGE PARK, FLORIDA

SEPTEMBER 30, 2025

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AND
INDEPENDENT AUDITOR'S REPORT

TOWN OF ORANGE PARK, FLORIDA

SEPTEMBER 30, 2025

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PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT

Town Council and Town Manager
Town of Orange Park, Florida

Report on the Audit of Financial Statements

Opinions
We have audited the accompanying 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 (the Town) as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town as of September 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Financial Statements section of our report. We are required to be independent of the Town and meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management's for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

In preparing the financial statements, management is required to evaluate 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 twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of Financial Statements

Our objectives 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 opinions. 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 generally accepted auditing standards and *Government Auditing* Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- 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. Accordingly, no such opinion is expressed.

- 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.

- Conclude whether, in our judgement, 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.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information as listed in the table of contents 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. We have applied certain limited procedures to the required

supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The other supplementary information, as listed in the table of contents, and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards,* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated June 30, 2026, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

Purvis Gray

June 30, 2026
Gainesville, Florida

The management of the Town of Orange Park, Florida (the Town), offers readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2025. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

Financial Highlights

- The assets and deferred outflows of the Town exceeded its liabilities and deferred inflows at the close of fiscal year 2025 by $74.7 million (net position). Of this amount, $13.2 million (unrestricted net position) may be used to meet the Town's ongoing obligations to citizens and creditors.
- At September 30, 2025, the Town's governmental funds reported a combined ending fund balance of $17.7 million, an increase of $1.6 million in comparison with the prior year.
- At September 30, 2025, unassigned fund balance for the General Fund was $11.74 million or 78.8% of total General Fund expenditures.
- The governmental activities and the business-type activities have no outstanding debt. The Town paid off the balances of the notes payable and bonded debt in the business-type activities in October 2015.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements are made up of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains required and other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the Town's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The Statement of Activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes, licenses and permits, and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Town include general government, public safety, public works, and culture and recreation. The business-type activities of the Town include water and sewer services, and stormwater services.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a Town's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Reconciliations are provided between the governmental fund balance sheet and the statement of net position and the governmental fund statement of revenues, expenditures, and changes in fund balances and statement of activities to facilitate this comparison between governmental funds and governmental activities.

The Town maintains nine individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and Sales Tax Fund, which are major funds. Financial information for the other seven governmental funds is combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary funds. The Town maintains two proprietary or "enterprise funds." Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its Water and Sewer Fund and Stormwater Fund.

The proprietary fund financial statements provide separate information for the Water and Sewer Fund and the Stormwater Fund.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of those individuals that have retired from the Town and those that will retire in the future (e.g., pension beneficiaries). Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Town's progress in funding its obligation to provide pension benefits and other post-employment benefits.

Other Supplementary Information. The combining fund statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information.

Government-wide Financial Analysis

Below is a summary Statement of Net Position for the Town as of September 30, 2025 and 2024.

Statement of Net Position
(In thousands)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 22,701	$ 20,001	$ 2,177	$ 4,359	$ 24,878	$ 24,360
Capital assets	25,273	23,014	31,350	29,537	56,623	52,551
Total assets	47,974	43,015	33,527	33,896	81,501	76,911
Deferred outflows of resources	1,603	5,125	412	449	2,015	5,574
Long-term liabilities outstanding	2,454	6,293	171	119	2,625	6,412
Other liabilities	2,644	3,619	669	1,183	3,313	4,802
Total liabilities	5,098	9,912	840	1,302	5,938	11,214
Deferred inflows of resources	2,710	515	147	131	2,857	646
Net Position:						
Net investment in capital assets	25,273	23,014	31,350	29,187	56,623	52,201
Restricted	4,893	4,717	-	-	4,893	4,717
Unrestricted	11,603	9,982	1,602	3,725	13,205	13,707
Total net position	$ 41,769	$ 37,713	$ 32,952	$ 32,912	$ 74,721	$ 70,625

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets exceeded liabilities by $74.7 million at the close of the fiscal year ended September 30, 2025.

By far, the largest portion of the Town's net position (75.8%) reflects its net investment in capital assets (e.g., land, buildings, infrastructure, and equipment). The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's net investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

A portion of the Town's net position, $4,893 thousand (6.5%), represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, $13.2 million (17.7%), may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Town is able to report positive balances in total net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

Below is a summary of the changes in net position for the Town during the fiscal years ended September 30, 2025 and 2024:

Changes in Net Position
(In thousands)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 3,639	$ 3,262	$ 5,647	$ 5,400	$ 9,286	$ 8,662
Operating grants and contributions	284	585	216	155	500	740
Capital grants and contributions	2,247	374	-	176	2,247	550
General revenues:						
Property taxes	4,700	4,406	-	-	4,700	4,406
Other taxes	4,686	4,545	-	-	4,686	4,545
Franchise fees	1,134	994	-	-	1,134	994
Other State shared revenues	1,228	1,223	-	-	1,228	1,223
Investment earnings	645	756	89	152	734	908
Miscellaneous	141	64	37	3	178	67
Total revenues	18,704	16,209	5,989	5,886	24,693	22,095
Expenses:						
General government	3,636	4,022	-	-	3,636	4,022
Public safety	7,715	8,402	-	-	7,715	8,402
Public works	3,265	3,504	-	-	3,265	3,504
Culture/recreation	497	533	-	-	497	533
Water and sewer	-	-	4,966	4,083	4,966	4,083
Stormwater	-	-	518	406	518	406
Total expenses	15,113	16,461	5,484	4,489	20,597	20,950
Increase (decrease) in net assets before transfers	3,591	(252)	505	1,397	4,096	1,145
Transfers	465	460	(465)	(460)	-	-
Change in net position	4,056	208	40	937	4,096	1,145
Net position - beginning	37,713	37,505	32,912	31,975	70,625	69,480
Net position - ending	$ 41,769	$ 37,713	$ 32,952	$ 32,912	$ 74,721	$ 70,625

Governmental activities. Governmental activities net position increased by $4.05 million. This is primarily due to increased property taxes, increased sales taxes, increased utility service taxes, increased charges for services, increased judgements and fines, and increase in capital grants and contributions. The Town of Orange Park now reports the garbage pickup revenue in the General Fund. The Sanitation Fund was dissolved in 2020. The Town now also collects service charges for ambulance fees, which are also reported in the General Fund.

Business-type activities. Business-type activities net position increased $40,000 accounting for 0.12% increase in the business-type activities net position. This increase is due to normal business operations of the enterprise funds.

Overall financial position. The overall financial position of the Town has been stable. Net position increased by $4,095,764 thereby accounting for a total increase of 5.8%. This was attributable to the explanations given above for governmental activities and business-type activities.

Financial Analysis of the Town's Funds

As noted earlier the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At the end of fiscal year 2025, the Town's governmental funds reported combined ending fund balances of $17.7 million, an increase of $1,605,334 in comparison with the prior year.

The General Fund is the primary operating fund of the Town. At the end of fiscal year 2025, unassigned fund balance of the General Fund was $11.75 million. Unassigned fund balance represents 78.8% of the total General Fund expenditures. The fund balance of the Town's General Fund increased by $1,238,920 during the fiscal year ended September 30, 2025 (compared to a 2024 increase of $1,223,416). This is due in part to net increase in revenues of $1,944,462, a net increase in expenditures of $2,174,038, an increase of transfers in of $95,080 and an decrease in transfers out of ($150,000).

Changes in revenue consisted of the following:

- Increase in ad valorem tax revenue of $295,000;
- Increase in utility service tax – electricity of $47,000;
- Increase in communications services tax revenue of $12,600;
- Increase in red light camera revenue of $117,000;
- Increase in franchise fee – electricity of $69,000;
- Increase in franchise fee – solid waste of $71,000;
- Decrease in investment earnings revenue of ($95,000);
- Increase in service charges – garbage/solid waste of $261,000;
- Decrease in cardroom tax of ($12,000);
- Increase in ambulance revenue of $119,000;
- Decrease in school resource officer reimbursement of ($3,000);
- Increase in fines-local ordinance violations of $14,000;
- Increase in interfund charges of $43,476.

The Sales Tax Fund is a major governmental fund. This fund includes capital projects requested by and approved by the Town Council funded by sales taxes. Fund balance for the Sales Tax Fund increased $186,929 due to increased sales tax revenue, decreased investment income revenue, and increased expenditures in capital outlay. Major capital projects expenditures during the year were for the Johnson Slough Improvements, the Bradley Park Improvements, the Milwaukee Sidewalk Improvements, and the Clover Avenue and Freckles Ct Improvements. There was also $373,000 expended on equipment purchases which included $231,000 for vehicles and heavy equipment.

Non-major governmental funds consisting of special revenue funds have a combined fund balance of $2,500,006. The net increase in fund balance during the current year for non-major governmental funds was $179,485.

Proprietary funds. The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of the year amounted to $359,461 or 1.2% of total net position. Net position is accumulated in the Water and Sewer Fund to fund future water and sewer capital projects that are of long-term duration.

Unrestricted net position of the Stormwater Fund at the end of the year amounted to $1.2 million or 35.3% of total net position. Net position is accumulated in the Stormwater Fund to fund future stormwater capital projects that are of long-term duration.

The Water and Sewer fund reported an decrease in net position of ($505,234) or 1.7%. The Stormwater Fund reported an increase in net position of $544,853 or 18.3%.

General Fund Budgetary Highlights

- All of the Town's departments combined spent $588,123 less than budgeted. The amount saved was between 2.0% and 56.2% per function.
- The Town fund balance increased $1,238,920 in fiscal year 2024-2025.
- The Town received 113.4% of budgeted revenue.

Capital Asset and Debt Administration

Capital assets. The Town's investment in capital assets for its governmental and business-type activities as of September 30, 2025, amounts to $56.6 million (net of accumulated depreciation). This investment in capital assets includes land, buildings, and infrastructure, improvements which are other than buildings, equipment, and construction in progress.

Capital Assets at Year-End

(In thousands)

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Land	$ 2,697	$ 2,697	$ 986	$ 122	$ 3,683	$ 2,819
Construction in progress	4,319	1,317	3,004	3,228	7,323	4,545
Buildings and improvements	6,712	6,712	247	247	6,959	6,959
Improvements other than buildings	5,091	4,986	50,020	47,092	55,111	52,078
Equipment	8,463	8,187	2,187	2,064	10,650	10,251
Infrastructure	32,633	31,666	-	-	32,633	31,666
Less accumulated depreciation	(34,643)	(32,552)	(25,094)	(23,217)	(59,737)	(55,769)
Totals	$ 25,272	$ 23,013	$ 31,350	$ 29,536	$ 56,622	$ 52,549

Major capital projects during the 2024-25 fiscal year included:

- Johnson Slough Improvements
- Bradley Park Improvements
- Clover Avenue and Freckles Ct Improvements
- Milwaukee Sidewalk
- Kingsley Avenue Improvements
- Magnolia Cemetery Culvert
- Sceptic to Sewer Conversion Project
- T.C. Miller Community Center Building
- Hickory Lane Roadway Improvements
- Surge Tank Rehabilitation
- Wyngate Drive Lift Station Improvements

Additional information on the Town's capital assets can be found in Note 5 of the notes to the financial statements.

Long-term debt. At the end of fiscal year 2025, the Town had no outstanding debt. The Town's long-term debt of bonds and the Florida Department of Environmental Protection loans were paid in full in October 2015.

Under *Florida Statutes*, no debt limit margin is placed on local governments.

Additional information on the Town's long-term debt can be found in Note 6 of the notes to the financial statements of this report.

Economic Factors and Future Budgets and Rates

The State of Florida, by Constitution, does not have a state personal income tax and therefore the State operates primarily using sales tax revenue, gasoline tax revenue, and corporate income taxes. Local governments (cities and counties) primarily rely on property assessments combined with a limited array of authorized other taxes (sales, gasoline, utilities services, etc.) and fees (franchise, occupational license, etc.) to support their governmental activities. There are a limited number of state shared revenues and recurring and non-recurring (one time) grants from both state and Federal government agencies.

- The unemployment rate as of September 30, 2025, for the municipal service area was 4.4%. This compared unfavorably with the state's average unemployment rate of 4.2% and was the same as the national average unemployment rate of 4.4%.

- Since the Town is effectively built out, new construction is not expected to produce significant annual increases in property assessments. Currently, about thirty-one percent (35.3%) of the General Fund's annual revenues are from property taxes. The Town implemented a utility service tax on electricity which went into effect on April 1, 2015, and generated $914,000 in revenue in fiscal year 2025. Other current revenues are not expected to increase significantly, and many of these are beyond the Town's control. Continued diversification of revenues where possible could help to alleviate pressure on property tax rates.

- Although the Town is constantly being challenged by increasing costs for employee benefits, it does not face demand to add personnel in order to extend current levels of services to new areas.

- Public Safety-related activities, such as Police and Fire Services, make up 48.0% of the General Fund Expenditures, down from the prior year at 51.9%.

Requests for Information

This financial report is designed to provide a general overview for those with an interest in the Town's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town of Orange Park, Finance Director, 2042 Park Avenue, Orange Park, Florida 32073.

BASIC FINANCIAL STATEMENTS

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities	Business-Type Activities	Total
Assets			
Equity in Pooled Cash and Investments	$ 18,124,823	$ 995,394	$ 19,120,217
Receivables, Net	195,843	410,529	606,372
Internal Balances	92,538	(92,538)	-
Due from Other Governments	1,917,352	397,317	2,314,669
Other Current Assets	182,723	162,832	345,555
Restricted Equity in Pooled Cash and Investments	80,827	205,567	286,394
Net Pension Asset	2,108,063	96,478	2,204,541
Capital Assets:			
Land	2,697,041	986,230	3,683,271
Construction in Progress	4,319,371	3,003,729	7,323,100
Buildings and Improvements	6,712,366	247,255	6,959,621
Improvements Other Than Buildings	5,091,048	50,019,712	55,110,760
Equipment	8,462,830	2,187,320	10,650,150
Infrastructure	32,633,307	-	32,633,307
Accumulated Depreciation	(34,643,298)	(25,093,918)	(59,737,216)
Capital Assets, Net	25,272,665	31,350,328	56,622,993
Total Assets	47,974,834	33,525,907	81,500,741
Deferred Outflows of Resources			
Pension Related	1,533,990	397,626	1,931,616
OPEB Related	68,682	14,614	83,296
Total Deferred Outflows of Resources	1,602,672	412,240	2,014,912
Liabilities			
Accounts Payable and Accrued Liabilities	1,712,756	463,086	2,175,842
Due to Other Governments	97,537	-	97,537
Unearned Revenue	753,687	-	753,687
Payable from Restricted Assets:			
Deposits	80,827	205,567	286,394
Non-Current Liabilities:			
Due Within One Year	434,975	33,331	468,306
Due in More Than One Year	1,212,203	137,689	1,349,892
Net Pension Liability	806,327	-	806,327
Total Liabilities	5,098,312	839,673	5,937,985
Deferred Inflows of Resources			
Pension Related	2,467,080	109,170	2,576,250
OPEB Related	242,978	37,422	280,400
Total Deferred Inflows of Resources	2,710,058	146,592	2,856,650
Net Position			
Net Investment in Capital Assets	25,272,665	31,350,328	56,622,993
Restricted for:			
Infrastructure	2,787,914	-	2,787,914
Transportation	1,707,979	-	1,707,979
Law Enforcement	104,082	-	104,082
Memorial Day Services	24,069	-	24,069
Building Department	269,114	-	269,114
Unrestricted	11,603,313	1,601,554	13,204,867
Total Net Position	$ 41,769,136	$ 32,951,882	$ 74,721,018

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Function/Program	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Primary Government: Business-Type Activities	Net (Expense) Revenue and Changes in Net Position: Total
Governmental Activities							
General Government	$ 3,635,606	$ 67,103	$ -	$ 270,631	$ (3,297,872)	$ -	$ (3,297,872)
Public Safety	7,714,731	2,555,296	-	-	(5,159,435)	-	(5,159,435)
Public Works	3,265,951	970,162	218,789	1,963,270	(113,730)	-	(113,730)
Culture/Recreation	496,487	46,849	64,878	12,510	(372,250)	-	(372,250)
Total Governmental Activities	15,112,775	3,639,410	283,667	2,246,411	(8,943,287)	-	(8,943,287)
Business-Type Activities							
Water and Sewer	4,966,149	4,760,399	65,938	-	-	(139,812)	(139,812)
Stormwater	518,536	886,907	149,745	-	-	518,116	518,116
Total Business-Type Activities	5,484,685	5,647,306	215,683	-	-	378,304	378,304
Total Primary Government	$ 20,597,460	$ 9,286,716	$ 499,350	$ 2,246,411	(8,943,287)	378,304	(8,564,983)
		General Revenues					
		Property Taxes			4,700,770	-	4,700,770
		Insurance Premium Tax			326,924	-	326,924
		Sales Tax			1,539,105	-	1,539,105
		Utility Service Tax			913,504	-	913,504
		Communication Services Tax			682,871	-	682,871
		Motor Fuel Tax			1,154,925	-	1,154,925
		Local Business Tax			68,627	-	68,627
		Franchise Fees			1,133,855	-	1,133,855
		Other State Shared Revenues			1,228,098	-	1,228,098
		Investment Earnings			644,551	89,265	733,816
		Miscellaneous			141,202	37,050	178,252
		Transfers			465,000	(465,000)	-
		Total General Revenues and Transfers			12,999,432	(338,685)	12,660,747
		Change in Net Position			4,056,145	39,619	4,095,764
		Net Position, Beginning of Year			37,712,991	32,912,263	70,625,254
		Net Position, End of Year			$ 41,769,136	$ 32,951,882	$ 74,721,018

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	General	Capital Project Sales Tax	Non-Major Governmental Funds	Total Governmental Funds
Assets				
Equity in Pooled Cash and Investments	$ 12,718,666	$ 2,866,914	$ 2,539,243	$ 18,124,823
Restricted Equity in Pooled Cash and Investments	80,827	-	-	80,827
Receivables (Net of Allowance)	195,843	-	-	195,843
Due from Other Funds	92,538	-	-	92,538
Due from Other Governments	1,089,516	576,115	251,721	1,917,352
Inventories	44,255	-	-	44,255
Prepaid Items	138,468	-	-	138,468
Total Assets	14,360,113	3,443,029	2,790,964	20,594,106
Liabilities, Deferred Inflows of Resources, and Fund Balances				
Liabilities				
Accounts Payable and Accrued Liabilities	1,245,208	176,590	290,958	1,712,756
Due to Other Governments	97,537	-	-	97,537
Deposits	80,827	-	-	80,827
Unearned Revenue	753,687	-	-	753,687
Total Liabilities	2,177,259	176,590	290,958	2,644,807
Deferred Inflows of Resources				
Unavailable Revenues	229,730	-	-	229,730
Fund Balances				
Non-Spendable:				
Inventories	44,255	-	-	44,255
Prepaid Items	138,468	-	-	138,468
Restricted for:				
Infrastructure	-	2,787,914	-	2,787,914
Transportation	-	-	1,707,979	1,707,979
Law Enforcement	-	-	104,082	104,082
Memorial Day Services	24,069	-	-	24,069
Building Department	-	-	269,114	269,114
Committed:				
Transportation	-	-	25,183	25,183
Cemetery Care and Maintenance	-	-	393,648	393,648
Assigned:				
Infrastructure	-	478,525	-	478,525
Unassigned	11,746,332	-	-	11,746,332
Total Fund Balances	11,953,124	3,266,439	2,500,006	17,719,569
Total Liabilities and Fund Balances	$ 14,360,113	$ 3,443,029	$ 2,790,964	$ 20,594,106

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Fund Balance - Total Governmental Funds		$ 17,719,569
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:		
Governmental Capital Assets	$ 59,915,963	
(Accumulated Depreciation)	(34,643,298)	25,272,665
Deferred outflows and inflows of resources in governmental activities are not current financial resources and, therefore, are not reported in governmental funds:		
Deferred Outflows Related to Pensions	1,533,990	
Deferred Outflows Related to Other Postemployment Benefits (OPEB)	68,682	
Deferred Inflows Related to Pensions	(2,467,080)	
Deferred Inflows Related to OPEB	(242,978)	(1,107,386)
Some revenues have been deferred on the balance sheet because they were not measurable and available at year-end.		229,730
Non-current liabilities are not due and payable in the current period and, therefore, are not reported in the funds. Non-current assets are not receivable in the current period and, therefore, are not reported in the funds:		
Net Pension Asset	2,108,063	
Net Pension Liability	(806,327)	
Compensated Absences	(1,027,465)	
Net OPEB Obligation	(619,713)	(345,442)
Net Position of Governmental Activities		$ 41,769,136

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General	Capital Project Sales Tax	Non-Major Governmental Funds	Total Governmental Funds
Revenues				
Taxes	$ 6,692,696	$ 1,539,105	$ 1,154,925	$ 9,386,726
Permits, Fees, and Assessments	1,147,586	-	266,254	1,413,840
Intergovernmental	3,075,417	500,000	-	3,575,417
Charges for Services	1,979,007	-	34,811	2,013,818
Fines and Forfeitures	1,445,376	-	10,405	1,455,781
Investment Income (Loss)	475,551	156,097	12,902	644,550
Miscellaneous	159,432	-	-	159,432
Interfund Charges	511,666	-	-	511,666
Total Revenues	15,486,731	2,195,202	1,479,297	19,161,230
Expenditures				
Current:				
General Government	3,271,216	-	101,192	3,372,408
Public Safety	7,163,753	-	14,280	7,178,033
Public Works	2,347,727	-	-	2,347,727
Culture and Recreation	245,739	-	-	245,739
Capital Outlay	1,866,776	1,938,273	1,071,940	4,876,989
(Total Expenditures)	(14,895,211)	(1,938,273)	(1,187,412)	(18,020,896)
Excess of Revenues Over Expenditures	591,520	256,929	291,885	1,140,334
Other Financing Sources (Uses)				
Transfers in	647,400	-	-	647,400
Transfers (out)	-	(70,000)	(112,400)	(182,400)
Total Other Financing Sources (Uses)	647,400	(70,000)	(112,400)	465,000
Net Changes in Fund Balance	1,238,920	186,929	179,485	1,605,334
Fund Balances, Beginning of Year	10,714,204	3,079,510	2,320,521	16,114,235
Fund Balances, End of Year	$ 11,953,124	$ 3,266,439	$ 2,500,006	$ 17,719,569

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Net Change in Fund Balance - Total Governmental Funds		$ 1,605,334
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of these assets is depreciated over their estimated useful lives:		
Capital Outlay	$ 4,448,182	
(Less Current Year Depreciation)	(2,188,765)	2,259,417
The changes in net pension liability or asset and pension related deferred outflows and inflows of resources result in an adjustment to pension expense in the Statement of Activities, but not in the governmental fund statements.		253,272
The net change in net other postemployment benefit obligation liability and related deferred outflows and inflows of resources is reported in the Statement of Activities, but not in the governmental fund statements.		9,863
Certain revenues reported in the Statement of Activities are not considered current financial resources and, therefore, are not reported as revenue in the governmental funds. Prior unavailable revenues subsequently collected and recognized as revenue in the governmental funds in the current period are not reported in the Statement of Activities.		54,355
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		
Change in Compensated Absences		(126,096)
Change in Net Position of Governmental Activities		$ 4,056,145

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2025

	Business-Type Activities - Enterprise Funds		
	Major Fund		
	Water and Sewer	Stormwater	Total
Assets			
Current Assets:			
Equity in Pooled Cash and Investments	$ -	$ 995,394	$ 995,394
Restricted Equity in Pooled Cash and Investments	205,567	-	205,567
Receivables, Net	388,679	21,850	410,529
Due from Other Governments	191,982	205,335	397,317
Inventories	127,377	-	127,377
Prepaid Items	30,663	4,792	35,455
Total Current Assets	944,268	1,227,371	2,171,639
Non-Current Assets:			
Net Pension Asset	74,332	22,146	96,478
Capital Assets, Net:			
Land	986,230	-	986,230
Construction in Progress	1,439,052	1,564,677	3,003,729
Building and Improvements	247,255	-	247,255
Improvements Other Than Buildings	49,229,514	790,198	50,019,712
Equipment	2,049,931	137,389	2,187,320
(Accumulated Depreciation)	(24,875,701)	(218,217)	(25,093,918)
Total Capital Assets, Net	29,076,281	2,274,047	31,350,328
Total Assets	30,094,881	3,523,564	33,618,445
Deferred Outflow of Resources			
Pension Related	329,084	68,542	397,626
OPEB Related	12,575	2,039	14,614
Total Deferred Outflow of Resources	341,659	70,581	412,240
Liabilities			
Current Liabilities:			
Accounts Payable and Accrued Liabilities	433,531	29,555	463,086
Due to Other Funds	92,538	-	92,538
Current Liabilities Payable from Restricted Assets:			
Customer Deposits	205,567	-	205,567
Current Portion of Compensated Absences	32,527	804	33,331
Total Current Liabilities	764,163	30,359	794,522
Non-Current Liabilities:			
Compensated Absences	44,306	1,095	45,401
Other Postemployment Benefits	75,202	17,086	92,288
Total Non-Current Liabilities	119,508	18,181	137,689
Total Liabilities	883,671	48,540	932,211
Deferred Inflows of Resources			
Pension Related	88,537	20,633	109,170
OPEB Related	28,590	8,832	37,422
Total Deferred Inflows of Resources	117,127	29,465	146,592
Net Position			
Net Investment in Capital Assets	29,076,281	2,274,047	31,350,328
Unrestricted	359,461	1,242,093	1,601,554
Total Net Position	$ 29,435,742	$ 3,516,140	$ 32,951,882

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-Type Activities - Enterprise Funds		
	Major Fund		
	Water and Sewer	Stormwater	Total
Operating Revenues			
Charges for Services	$ 4,760,399	$ 886,907	$ 5,647,306
Other Income	37,050	-	37,050
Total Operating Revenues	4,797,449	886,907	5,684,356
Operating Expenses			
Personnel Services	1,196,779	276,293	1,473,072
Utilities	300,209	-	300,209
Supplies, Materials, and Other	214,604	44,417	259,021
Professional and Contractual Services	109,505	41,032	150,537
General and Administrative	618,176	-	618,176
Depreciation and Amortization	1,841,087	64,744	1,905,831
Repairs and Maintenance	591,535	92,050	683,585
Insurance	94,254	-	94,254
(Total Operating Expenses)	(4,966,149)	(518,536)	(5,484,685)
Operating Income (Loss)	(168,700)	368,371	199,671
Non-Operating Revenues (Expenses)			
Intergovernmental	65,938	149,745	215,683
Investment Revenue	62,528	26,737	89,265
Total Non-Operating Revenues (Expenses)	128,466	176,482	304,948
Income Before Capital Contributions and Transfers	(40,234)	544,853	504,619
Transfers (out)	(465,000)	-	(465,000)
Change in Net Position	(505,234)	544,853	39,619
Net Position, Beginning of Year	29,940,976	2,971,287	32,912,263
Net Position, End of Year	$ 29,435,742	$ 3,516,140	$ 32,951,882

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Stormwater	Total
Cash Flows from Operating Activities			
Cash Received from Customers	$ 4,828,812	$ 881,931	$ 5,710,743
Cash Paid to Suppliers	(1,359,779)	(692,260)	(2,052,039)
Cash Paid to Employees	(1,174,866)	(278,699)	(1,453,565)
Cash Payments for Interfund Services Used	(618,176)	-	(618,176)
Net Cash Provided by (Used in) Operating Activities	1,675,991	(89,028)	1,586,963
Cash Flows from Non-Capital Financing Activities			
Intergovernmental Charges	65,938	149,745	215,683
Due to/from Other Funds	92,538	-	92,538
Transfers in (out)	(465,000)	-	(465,000)
Net Cash Provided by (Used in) Non-Capital Financing Activities	(306,524)	149,745	(156,779)
Cash Flows from Capital and Related Financing Activities			
Acquisition and Construction of Capital Assets	(3,435,233)	(283,839)	(3,719,072)
Net Cash Provided by (Used in) Capital and Related Financing Activities	(3,435,233)	(283,839)	(3,719,072)
Cash Flows from Investing Activities			
Interest Received	62,528	26,737	89,265
Net Cash Provided by Investing Activities	62,528	26,737	89,265
Net (Decrease) in Cash and Cash Equivalents	(2,003,238)	(196,385)	(2,199,623)
Cash and Cash Equivalents, Beginning of Year	2,208,805	1,191,779	3,400,584
Cash and Cash Equivalents, End of Year	$ 205,567	$ 995,394	$ 1,200,961
Reconciliation of Cash and Cash Equivalents to Statement of Net Position			
Equity in Pooled Cash and Investments	$ -	$ 995,394	$ 995,394
Restricted Equity in Pooled Cash and Investments	205,567	-	205,567
Total Cash and Cash Equivalents	$ 205,567	$ 995,394	$ 1,200,961

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business-Type Activities - Enterprise Funds		
	Water and Sewer	Stormwater	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities			
Operating Income (Loss)	$ (168,700)	$ 368,371	$ 199,671
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:			
Depreciation and Amortization	1,841,087	64,744	1,905,831
Decrease (Increase) in Assets:			
Accounts Receivable, Net	24,531	(5,992)	18,539
Due from Other Governments	(65,938)	-	(65,938)
Prepaids	11,898	1,016	12,914
Inventory	10,959	-	10,959
Deferred Outflows of Resources	28,413	8,336	36,749
Increase (Decrease) in Liabilities:			
Accounts Payable and Accrued Liabilities	5,307	(514,761)	(509,454)
Customer Deposits	(5,066)	-	(5,066)
Compensated Absences	35,373	1,899	37,272
Other Postemployment Benefits	10,121	4,600	14,721
Net Pension Asset/Liability	(63,119)	(19,437)	(82,556)
Deferred Inflows of Resources	11,125	2,196	13,321
Net Cash Provided by (Used in) Operating Activities	$ 1,675,991	$ (89,028)	$ 1,586,963

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2025

	Pension Trust Funds
Assets	
Cash and Cash Equivalents	$ 1,192,450
Prepaid Benefits	2,729
Receivables:	
Employer and State Contributions	171,247
Accrued Income	17,547
Total Receivables	188,794
Investments:	
Florida Municipal Pension Trust Fund	14,843,468
U.S. Government and Agency Securities	603,509
Corporate Bonds	777,867
Domestic Stocks	8,907,079
International Stocks	337,394
Mutual Funds	25,307,803
Unit Investment Funds	2,573,369
Total Investments	53,350,489
Total Assets	54,734,462
Liabilities	
Accounts Payable	82,153
Total Liabilities	82,153
Net Position Held in Trust for Pension Benefits	$ 54,652,309

See accompanying notes.

TOWN OF ORANGE PARK, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Pension Trust Funds
Additions	
Contributions:	
Employee Contributions	$ 285,579
Employer Contributions	923,912
State Contributions	326,924
Total Contributions	1,536,415
Investment Earnings:	
Change in Fair Value of Investments	4,120,029
Interest Income	983,588
Total Investment Earnings	5,103,617
(Less Investment Expense)	(157,194)
Net Investment Income	4,946,423
Total Additions	6,482,838
Deductions	
Regular Benefits	2,396,537
Refunds	9,147
Administrative Expenses	151,051
Total Deductions	(2,556,735)
Change in Net Position	3,926,103
Net Position Held in Trust for Pension Benefits, Beginning of Year	50,726,206
Net Position Held in Trust for Pension Benefits, End of Year	$ 54,652,309

See accompanying notes.

Note 1 - Summary of Significant Accounting Policies

The financial statements of the Town of Orange Park, Florida (the Town) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The more significant of the Town's accounting policies are described below. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

(a) Reporting Entity

The Town was first incorporated on February 18, 1879. There was considerable controversy over the original date of incorporation, so the Florida Legislature passed Bill Number 86 on June 1, 1981, to confirm the 1879 Act. The Town operates under an elected mayor-council form of government under the administration of an appointed Town Manager and provides the following services: police and fire rescue services, street maintenance and construction, water and sewer services, sanitation, stormwater, planning, zoning, culture and recreation, and economic development.

The accompanying financial statements present the financial position and results of operations and cash flows of the applicable fund types governed by the Council of the Town (the Town Council), the reporting entity of government for which the Town Council is considered to be financially accountable. There are no potential component units or related organizations of the Town that meet the criteria for inclusion in the Town's basic financial statements.

(b) Basic Financial Statements

The government-wide and fund financial statements, along with the notes to the financial statements, comprise the basic financial statements. The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

Net position is reported as one of three categories: (1) Net Investment in Capital Assets, (2) Restricted, or (3) Unrestricted.

The Statement of Activities demonstrates the degree that direct expenses of a given function or activity are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods; (2) services or privileges provided by a given function or segment; and (3) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or activity. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(c) Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, other postemployment benefits (OPEB), pension expense, and claims and judgments, are recorded only when payment is due.

Taxes, licenses and permits, intergovernmental revenue, charges for services, and investment earnings associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Governmental funds are those funds through which most governmental functions typically are financed. The measurement focus of governmental funds is on the sources, uses, and balance of current financial resources. The Town has presented the following governmental funds:

- **Major Governmental Funds**—The General Fund is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The Capital Projects - Sales Tax Fund is also considered a major fund. This capital projects fund accounts for resources accumulated and payments made for the acquisition and construction of major capital facilities.

- **Non-Major Governmental Funds**—Special Revenue Funds account for revenue sources that are legally restricted to expenditures for specific purposes. Non-major special revenue funds include the Gas Tax Fund, Confiscated Property Fund, Police Education Fund, Magnolia Cemetery Fund, Police Investigative and Evidentiary Fund, Building Department Fund, and the Fair Share Fund.

Proprietary funds are accounted for using the economic resources measurement focus and the accrual basis of accounting. The accounting objectives are determination of operating income and changes in net position, financial position, and cash flow. All assets, deferred outflows, liabilities, and deferred inflows are included on the Statement of Net Position. The Town's proprietary funds are all classified as enterprise funds. The Town has presented the following proprietary funds:

- **Major Proprietary Funds**—The Water and Sewer Fund accounts for the activities of the Town's water distribution system, sewage treatment plant, sewage pumping stations, and collections systems. The Stormwater Fund accounts for the operations and maintenance of the Town's stormwater management system.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets and amortization of intangible assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Additionally, the Town reports the following fund type:

- **Fiduciary Fund Type**—This fund type accounts for the activities of the Town's General Employees' Pension Plan Fund, the Firefighters' Pension Plan Fund, and the Police Officers' Pension Plan Fund (collectively, Pension Trust Funds), which accumulate resources for pension and disability benefit payments to retired or disabled employees.

(d) Budgets and Budgetary Accounting

Annual appropriated budgets are adopted for all funds. The legally adopted budgets are prepared on a basis consistent with GAAP.

The Town's procedures in establishing the budgetary data reflected in the financial statements generally are as follows:

On or before August 1, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing the following October. The operating budget includes proposed expenditures and the means of financing them. Public hearings are conducted to obtain taxpayer comments. Prior to October 1, the budget is legally enacted through passage of an ordinance. Budget changes during the fiscal year are approved by the Town Council. Appropriations lapse at the end of the fiscal year. Expenditures may not legally exceed appropriations for each budgeted department of the Town; however, the Town Manager is authorized to transfer budgeted amounts within a department. The legal level of budgetary control is the department level.

The budgets are integrated into the accounting system. The budgetary information presented for the General Fund is prepared on the modified accrual basis of accounting. Accordingly, the budgetary comparison schedule for the General Fund presents actual expenditures in accordance with GAAP on a basis consistent with the legally adopted budget as amended.

(e) Cash and Cash Equivalents

Cash and cash equivalents are defined as short-term highly liquid investments that are both readily convertible to known amounts of cash and have an original maturity of three months or less. The cash and cash equivalents presented on the Statement of Cash Flows – Proprietary Funds are composed of restricted and unrestricted cash and cash equivalents and equity in pooled investments presented on the Statement of Net Position – Proprietary Funds.

(f) Investments

Investments of the Town and within the Pension Trust Funds are made through financial brokers, are held with trustees, and are stated at fair value.

(g) Receivables and Interfund Obligations

Receivables consist of trade receivables, amounts due from other governments, and interest receivables and are shown net of an allowance for uncollectible accounts. Uncollectible accounts receivable allowances are based on historical trends.

The unbilled portion of water and sewer revenue accrued at year-end is based upon prorating the October billing cycle.

Outstanding balances between funds at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

(h) Interfund Transactions

Interfund transactions are reflected as loans, services provided, reimbursements, or transfers. Loans are reported as receivables and payables as appropriate and are subject to elimination upon consolidation. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related costs as a reimbursement. All other interfund transactions are treated as transfers.

(i) Inventories

Inventories are valued at cost, which approximates market value, using the first-in first-out method. In the fund financial statements, the cost of the inventory is recorded as an expenditure when consumed, rather than when purchased. An offsetting non-spendable fund balance is reported in the governmental funds to indicate that the asset is not available for appropriation or expenditure.

(j) Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. An offsetting non-spendable fund balance is reported to indicate that the asset is not available for appropriation or expenditure.

(k) Restricted Assets

Assets are reported as restricted when limitations on their use change the nature or normal understanding of the availability of the asset. Such constraints are either externally imposed by creditors, contributors, grantors, or laws of other governments, or are imposed by law through constitutional provisions or enabling legislation. Restricted assets in the enterprise funds represent cash and cash equivalents set aside for repayment of deposits to utility customers.

(l) Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent the consumption of net position that is applicable to a future reporting period and will not be recognized as an outflow of resources (expense) until that future time. Deferred inflows of resources represent the acquisition of net position that is applicable to a future reporting period and will not be recognized as an inflow of resources (revenue) until that future time. Deferred outflows have a positive effect on net position, similar to assets, while deferred inflows have a negative effect on net position, similar to liabilities. The Town reports deferred outflows and inflows of resources related to pensions and OPEB.

Unavailable Revenues – revenues which are measurable, but not available, are recorded as deferred inflows of resources in governmental funds financial statements.

Pension and OPEB Related – the difference between expected and actual experience with regard to economic or demographic factors and changes to assumptions in the measurement of total pension and OPEB liability and the differences between expected and actual earnings on pension plan investments, are reported as deferred inflows or outflows of resources, to be recognized in expense in future years. Contributions made subsequent to the measurement date, but prior to the reporting date, are reported as deferred outflows of resources.

(m) Capital Assets

Capital assets, which include property, plant and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide statements and in the proprietary fund statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of five years. Such assets are recorded at historical cost. Where cost could not be determined from the available records, estimated historical costs were used to record the estimated value of the assets. Assets acquired by gift or bequests are recorded at their fair market value at the date of transfer.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred, if any, during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. General infrastructure assets acquired subsequent to June 30, 1980, are included in the governmental activities in the basic financial statements.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and Improvements	5-40
Improvements Other Than Buildings	5-40
Infrastructure	10-30
Equipment	3-10

(n) Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. In the fund financial statements, governmental fund types recognize premiums/discounts and issuance costs during the current period. The face amount of debt issued, and premiums received are reported as other financing sources. Discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

(o) Compensated Absences

Town employees are entitled to certain compensated absences (personal leave) based on their length of employment. All leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported. For the governmental activities, compensated absences and OPEB are generally liquidated by the General Fund.

During the year ended September 30, 2025, the Town implemented GASB Statement No. 101 *Compensated Absences* (GASB 101). This statement updates the recognition and measurement guidance for compensated absences by requiring that liabilities for compensated absences be recognized for leave that has not been used if the leave is attributable to services already rendered, the leave accumulates, and the leave is more likely than not to be used for time off or otherwise paid. The statement also requires that liabilities for compensated absences be recognized for leave that has been used but not yet paid and amends certain previously required disclosures.

(p) Pension Plans

The Town records pension contributions in the period in which contributions are due. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Plan assets are valued at fair value. The net pension liability/asset and pension related deferred outflows and inflows of resources, as well as the changes in these accounts, are recognized in the government-wide financial statements and in the proprietary fund statements.

(q) Fund Balance/Net Position

Fund equity at the governmental fund financial reporting level is classified as “fund balance”. Fund equity for all other reporting is classified as “net position”.

- **Fund Balance**—Generally, fund balance represents the difference between current assets and current liabilities. In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Fund balances are classified as follows:

  - *Non-Spendable*—Fund balances are reported as non-spendable when amounts cannot be spent because they are either: (a) not in spendable form (i.e., items that are not expected to be converted to cash, such as inventory and prepaid items); or (b) legally or contractually required to be maintained intact.

  - *Restricted*—Fund balances are reported as restricted when there are limitations imposed on their use either through enabling legislation or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

  - *Committed*—Fund balances are reported as committed when they can be used only for specific purposes pursuant to constraints imposed by formal action of the Town Council through the adoption of an ordinance. Only the Town Council may modify or rescind the commitment. These self-imposed limitations must be set in place prior to the end of the fiscal year.

- *Assigned*—Fund balances are reported as assigned when amounts are constrained by the Town's intent to be used for specific purposes, but are neither restricted nor committed. Intent is stipulated by the Town Council or an official for whom that authority has been given by Town Council. With the exception of the General Fund, amounts in all other governmental funds that are not non-spendable, restricted, or committed will be considered to be assigned. Also, at fiscal year-end, any appropriation of existing fund balance to eliminate a projected budgetary deficit in the next year's budget is considered to be an assignment of fund balance.

- *Unassigned*—Fund balances reported as unassigned are the residual amount of balances that do not meet any of the above criteria. The Town reports positive unassigned fund balance only in the General Fund. Negative unassigned fund balances may be reported in other funds.

■ **Net Position**—Net position represents the difference between assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. Net position that does not meet the definition of net investment in capital assets or restricted is classified as unrestricted.

■ **Flow Assumptions**—When both restricted and unrestricted amounts of fund balance/net position are available for use for expenditures/expenses, it is the Town's policy to use restricted amounts first and then unrestricted amounts, as they are needed.

For unrestricted amounts of fund balance, it is the Town's policy to use fund balance in the following order: committed, assigned, and then unassigned.

■ **Minimum Fund Balance Policy—**The Town has established the following minimum fund balance policy for each of the respective funds:

- *General Fund*—The unassigned fund balance shall not be less than 33% and not more than 67% of the total budgeted expenditures of the General Fund budget.

- *Water and Sewer Fund*—The unrestricted net asset balance shall not be less than 33% and not more than 67% of the total budgeted operating expenses, including debt repayment, bond coverage, and transfer/charges to other funds, but excluding depreciation.

(r) Property Taxes

The assessment of all properties and the collection of all property taxes are made through the Property Appraiser and Tax Collector of Clay County, Florida. General property taxes are recorded when received in cash, which approximates tax levied, less discounts, for the current fiscal year.

Details of the tax calendar are presented below:

Lien Date	January 1
Levy Date	October 1
Installment Payments	
First Installment	No later than June 30
Second Installment	No later than September 30
Third Installment	No later than December 31
Fourth Installment	No later than March 31
Regular Payments	
Discount Periods	November through February
No Discount Period	After March 1
Delinquent Date	April 1

(s) Use of Estimates

The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 - Cash Deposits and Investments

The Town maintains a cash and investment pool for all funds. Each fund's portion of this pool is included in the balance sheet account "equity in pooled cash and investments". Interest earnings are allocated in accordance with the participating fund's relative percentage of investments.

The Town does not have a written investment policy and follows the State of Florida investment policy as set forth in Florida Statute 218.415. Florida Statutes authorize the Town to invest in Local Government Surplus Funds Trust Fund administered by the State Board of Administration (SBA), direct obligations of the United States Treasury, interest bearing time deposits or savings accounts in qualified public depositories, and Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Both the Firefighters' and Police Officers' Pension Plans have written investment policies.

The Firefighters' Pension Plan is authorized to invest in equities, fixed income, and money market funds, subject to certain restrictions. The Police Officers' Pension Plan is authorized to invest in equities, fixed income, pooled funds, and money market funds, subject to certain restrictions. The General Employee Pension Plan invests in the Florida Municipal Investment Trust (FMIvT) local government investment pool.

At September 30, 2025, the Town's equity in pooled cash and investments included the following:

Investments Controlled by the Town	
SBA Local Government Surplus Funds Trust Funds (Florida PRIME)	$ 321,615
Fixed Income	5,303,393
Money Markets	12,400,218
Total Investments Controlled by the Town	18,025,226
Cash Deposits	1,381,385
Total Cash and Investments	$ 19,406,611

Custodial Credit Risk: Custodial credit risk for investments is the risk that, in the event of a failure of a counterparty, the Town will not be able to recover the value of the investment or collateral securities that are in the possession of an outside party.

At September 30, 2025, the carrying amount of the Town's cash deposits was $1,381,385 and the bank balance was $1,454,243. Included in the carrying amount of the Town's deposits is $750 in petty cash. All of the Town's cash deposits are fully insured by the Federal Deposit Insurance Corporation or collateralized in accordance with *Florida Security for Public Deposits Act* (the Act). Under the Act, every qualified public depository shall deposit with the Treasurer eligible collateral having a market value equal to 50% of the average daily balance for each month that all public deposits are in excess of any applicable deposit insurance. If the public deposits exceed the total amount of the regulatory capital accounts of a bank or the regulatory net worth of a savings association, the required collateral shall have a market value equal to 125% of the deposits.

The Town's investments in the Florida Local Government Surplus Funds Trust Fund Investment Pool (LGIP), currently known as Florida PRIME, is similar to money market funds in which shares are owned in the fund rather than the underlying investments. Florida PRIME is administered by the SBA pursuant to Section 218.405 of the Florida Statutes.

The pool invests in short-term, high-quality fixed income securities. To be considered high-quality, the security must be rated highest in the short-term rating category by one or more nationally recognized statistical ratings organizations or deemed to be of comparable quality by the investment manager. The account balance of this fund is considered to be the fair value of this investment. As of September 30, 2025, Standard & Poor's ratings service assigned an "AAAm" rating to the Florida PRIME.

A separate financial report for Florida PRIME is prepared by the SBA in accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools.* Copies of the report can be obtained from the SBA website at https://prime.sbafla.com/.

The Pension Trust Funds are held with a third-party custodian, and all securities purchased by, and collateral obtained by each plan is properly designated as plan assets. The General Employees' Pension Plan funds are held with the Florida Municipal Pension Trust Fund (FMPTF). The FMPTF invests the General Employees' Pension Plan funds through the FMIvT. The FMIvT is an LGIP and, therefore, considered an external investment pool for GASB reporting requirements.

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Town does not have a written investment policy on interest rate risk. Information about the sensitivity of the fair values of the Town's investments (including investments held by the pension trustee) to market interest rate fluctuations is provided by the following table that shows the Town's investments and the distribution by maturity for those that have scheduled maturity dates. The dollar weighted average days to maturity (WAM) of Florida PRIME at September 30, 2025, is 47 days. The General Employees' Pension Plan is invested with the FMIvT, which is an external investment pool. The FMIvT investment portfolio includes the FMIvT Broad Market High Quality Bond Fund and the FMIvT Core Plus Fixed Income, which have dollar weighted average days to maturity (WAM) of 7.10 and 5.76 years, respectively.

		Investment Maturities (in Years)				
	Fair Value	No Specific Maturity	Less than 1	1-5	6-10	More than 10
Investments Controlled by the Town						
SBA Local Government Surplus Funds Trust Funds (Florida PRIME)	$ 321,615	$ 321,615	$ -	$ -	$ -	$ -
Fixed Income	5,303,393	157,573	797,053	1,053,046	258,299	3,037,422
Money Markets	12,400,218	12,400,218	-	-	-	-
Total Investments Controlled by the Town	$ 18,025,226	$ 12,879,406	$ 797,053	$ 1,053,046	$ 258,299	$ 3,037,422
Pension Plan Investments						
Firefighters, Police Officers, and General Employees:						
U.S. Government and Agency Securities	$ 603,509	$ 54,178	$ -	$ 270,878	$ 278,453	$ -
Corporate Bonds	777,867	-	129,745	365,746	282,376	-
Domestic Stocks	8,907,079	8,907,079	-	-	-	-
International Stocks	337,394	337,394	-	-	-	-
Mutual Funds	25,307,803	25,307,803	-	-	-	-
Unit Investment Trust	2,573,369	2,573,369	-	-	-	-
FMIvT Broad Market High Quality Bond Fund	2,394,108	-	-	-	2,394,108	-
FMIvT Core Plus Fixed Income Fund	2,214,550	-	-	-	2,214,550	-
FMIvT Diversified Large Cap Equity	3,800,646	3,800,646	-	-	-	-
FMIvT Diversified Small to Mid Cap	1,960,176	1,960,176	-	-	-	-
FMIvT International Equity	3,261,971	3,261,971	-	-	-	-
FMIvT Core Real Estate Portfolio	1,212,017	1,212,017	-	-	-	-
Total Pension Plan Investments	$ 53,350,489	$ 47,414,633	$ 129,745	$ 636,624	$ 5,169,487	$ -

Credit Risk: Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations.

The investment policies for the Firefighters' and Police Officers' Pension Plans permit investments limited to credit quality ratings from nationally recognized rating agencies as follows:

- All fixed income investments shall have a minimum rating of investment grade or higher as reported by a major credit rating service.
- Money market funds should have a minimum rating of Standard & Poor's A1 or Moody's P1.

The General Employees' Pension Fund's investments are held in the FMPTF and invested through the FMIvT. Participating Employers' investments through the FMIvT are evidenced by shares of the pool. Investments in pools should be disclosed, but not categorized because they are not evidenced by securities that exist in physical or book-entry form. The General Employees' Pension Plan investment is with the pool, not the securities that make up the pool; therefore, no credit rating disclosures are required.

Listed below are the Town's securities rated by Standard & Poor's as of September 30, 2025:

	Quality Ratings								
	AAA	AA+	AA	A-	A	A+	BBB	BBB+	Unrated
Investment Type									
Investment Controlled by the Town:									
Florida PRIME	$ 321,615	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fixed Income	-	5,303,393	-	-	-	-	-	-	-
Money Markets	-	-	-	-	-	-	-	-	12,400,218
	$ 321,615	$ 5,303,393	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,400,218

	Quality Ratings								
	AAA	AA+	AA	A-	A	A+	BBB	BBB+	Unrated
Pension Plan Investments									
U.S. Government and Agency Securities	$ -	$ 476,417	$ -	$ -	$ -	$ -	$ -	$ -	$ 127,092
Corporate Bonds	-	52,191	-	264,928	-	38,070	125,230	261,159	36,289
Domestic Stocks	-	-	-	-	-	-	-	-	8,907,079
International Stocks	-	-	-	-	-	-	-	-	337,394
Mutual Funds	-	-	-	-	-	-	-	-	25,307,803
Unit Investment Trust	-	-	-	-	-	-	-	-	2,573,369
Florida Municipal Investment Trust	-	-	2,394,108	-	-	-	-	-	12,449,360
	$ -	$ 528,608	$ 2,394,108	$ 264,928	$ -	$ 38,070	$ 125,230	$ 261,159	$ 49,738,386

Concentrations of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investments in a single issuer. Investments issued or explicitly guaranteed by the United States government and investments in mutual funds, external investment pools, and other pooled investments are excluded from this disclosure requirement.

The investment policies for the Firefighters' and Police Officers' Pension Plans have established asset allocation limits on the following investments, which are designed to reduce the concentration of credit risk as follows:

- Investments in corporate common stock and convertible bonds shall not exceed 70% of the plan assets at market.
- Not more than 5% of the plan assets at the time of purchase shall be invested in the common stock, capital stock, or convertible stock of any one issuing company nor shall the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company.
- The value of bonds issued by any single corporation shall not exceed 10% of the total fund.
- All equity and fixed income securities must be readily marketable.
- Foreign securities shall not exceed 15% of the plan's market value.

Asset allocation in the FMPTF external investment pool at September 30, 2025, is as follows:

Asset Allocation	Asset Allocation Percentage
Cash and Money Market	0.8%
Broad Market High Quality Bond Portfolio	16.0%
Core Plus	14.8%
Diversified Large Cap Equity	25.4%
Core Real Estate	8.1%
Diversified Small Cap Equity Portfolio	13.1%
International Equity Portfolio	21.8%
Total	100%

As of September 30, 2025, the Town's investments subject to this disclosure requirement do not exceed 5% of its total investments in any single issuer.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment or deposit. All foreign securities held by the pension plans are traded in U.S. dollars.

Fair Value Measurements: The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels:

- **Level 1 Inputs—**are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- **Level 2 Inputs—**are inputs, other than quoted prices included within Level 1, that are observable for an asset or liability, either directly or indirectly.
- **Level 3 Inputs—**are unobservable inputs for an asset or liability. The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs.

The Pension Trust Funds' investments are measured at fair value on a recurring basis. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value in the hierarchy described above. The fair value measurements for the Pension Trust Fund's operating investments are as follows at September 30, 2025:

		Fair Value Measurements Using		
Investments by Fair Value Level	Amount	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Fiduciary Funds:				
Florida Municipal Pension Trust Fund				
General Employees' Pension Plan:				
FMIvT Broad Market High Quality Bond Fund	$ 2,394,108	$ -	$ 2,394,108	$ -
FMIvT Core Plus Fixed Income Fund	2,214,550	-	2,214,550	-
FMIvT Diversified Large Cap Equity	3,800,646	-	3,800,646	-
FMIvT Diversified Small to Mid Cap	1,960,176	-	1,960,176	-
FMIvT International Equity	3,261,971	-	3,261,971	-
FMIvT Core Real Estate Portfolio	1,212,017	-	1,212,017	-
Subtotal - General Employees' Pension Plan	14,843,468	-	14,843,468	-
Firefighters' Pension Plan:				
U.S. Government and Agency Securities	603,509	-	603,509	-
Corporate Bonds	777,867	-	777,867	-
Domestic Stocks	4,572,209	4,572,209	-	-
International Stocks	337,394	337,394	-	-
Mutual Funds	5,414,762	5,414,762	-	-
Unit Investment Trusts	803,349	803,349	-	-
Subtotal - Firefighters' Pension Plan	12,509,090	11,127,714	1,381,376	-
Police Officers' Pension Plan:				
Corporate Bonds	-	-	-	-
Domestic Stocks	4,334,870	4,334,870	-	-
Mutual Funds	19,893,041	19,893,041	-	-
Unit Investment Trusts	1,770,020	1,770,020	-	-
Subtotal - Police Officers' Pension Plan	25,997,931	25,997,931	-	-
Total Investments Measured at Fair Value	$ 53,350,489	$ 37,125,645	$ 16,224,844	$ -

Investments Measured at the Net Asset Value (NAV)	Amount	Weighted Average Maturity	Credit Risk
Governmental Funds:			
State Board of Administration (SBA):			
Florida PRIME	$ 321,615	47 days	AAAm (S&P)

Equities are valued based on prices quoted in active markets and are categorized as Level 1 in the fair value hierarchy. Federal Agency Securities are valued using matrix pricing techniques that value securities based on their relationship to benchmark quoted prices and are categorized as Level 2. Corporate bonds are valued using quoted prices for similar securities in active markets and are categorized as Level 2 in the fair value hierarchy. The FMIvT is an investment pool that offers both fixed income and equity portfolios. The FMIvT portfolios are categorized in the fair value hierarchy depending on their underlying securities. The Florida PRIME SBA is valued at NAV, which is included in the information released by Florida PRIME annually in its own financial statements. GASB Statement No. 72 lists several types of investments, including money markets, which are excluded from the fair value measurement and disclosure requirements. Therefore, the Town's money market investment accounts are recorded at cost and are excluded from fair value measurement and disclosure.

Note 3 - Receivables

Receivables at September 30, 2025, consist of the following:

	General Fund	Capital Project Sales Tax Fund	Non-Major Funds	Water and Sewer Fund	Stormwater Fund	Total
Receivables						
Accounts Receivable, Net	$ 195,843	$ -	$ -	$ 388,679	$ 21,850	$ 606,372
Due from Other Governments	1,089,516	576,115	251,721	191,982	205,335	2,314,669
Total	$ 1,285,359	$ 576,115	$ 251,721	$ 580,661	$ 227,185	$ 2,921,041

Included in accounts receivable are water and sewer usage fees earned but not billed of $287,248 as of September 30, 2025.

The above receivables are net of an allowance for uncollectible accounts, which is based on historical trends and/or the age of the receivable. The allowances at September 30, 2025, are as follows:

General Fund	$ 394,922
Water and Sewer	51,768
Total	$ 446,690

Note 4 - Interfund Transactions

Interfund transfers for the year ended September 30, 2025, were as follows:

	Due from Other Funds	Due to Other Funds
General Fund	$ 92,538	$ -
Water and Sewer Fund	-	92,538
Total	$ 92,538	$ 92,538

	Transfers in: General Fund
Transfers out	
Sales Tax Fund	$ 70,000
Non-Major Governmental Funds	112,400
Water and Sewer Fund	465,000
Total	$ 647,400

Transfers of resources from a fund to the fund through which resources are to be expended, are recorded as transfers, and are reported as other financing sources (uses) in the governmental funds and as transfers in (out) in the proprietary funds.

The Water and Sewer Fund transferred $465,000 to the General Fund as payment in lieu of taxes.

The Building Department Fund transferred $112,400 to the General Fund to recover salaries and benefits paid by the General Fund on behalf of building department operations. The Sales Tax Fund transferred $70,000 to the General Fund for planning and design costs to create Development Design Guidelines and implement the Town Square Vision concept plan.

Note 5 - Capital Assets

Capital asset activity for the year ended September 30, 2025, was as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Governmental Activities Capital Assets					
Capital Assets Not Being Depreciated:					
Construction in Progress	$ 1,316,742	$ 3,250,227	$ -	$ (247,598)	$ 4,319,371
Land	2,697,041	-	-	-	2,697,041
Total Capital Assets Not Being Depreciated	4,013,783	3,250,227	-	(247,598)	7,016,412
Capital Assets Being Depreciated:					
Buildings and Improvements	6,712,366	-	-	-	6,712,366
Improvements Other Than Buildings	4,986,458	104,590	-	-	5,091,048
Infrastructure	31,666,020	719,689	-	247,598	32,633,307
Equipment	8,186,786	373,015	(96,971)	-	8,462,830
Total Capital Assets Being Depreciated	51,551,630	1,197,294	(96,971)	247,598	52,899,551
Less Accumulated Depreciation:					
Buildings and Improvements	(3,718,205)	(227,299)	-	-	(3,945,504)
Improvements Other Than Buildings	(5,009,982)	(598,757)	-	-	(5,608,739)
Infrastructure	(17,381,806)	(784,659)	-	-	(18,166,465)
Equipment	(6,441,511)	(578,050)	96,971	-	(6,922,590)
Total Accumulated Depreciation	(32,551,504)	(2,188,765)	96,971	-	(34,643,298)
Total Capital Assets Being Depreciated, Net	19,000,126	(991,471)	-	247,598	18,256,253
Governmental Activities Capital Assets, Net	$ 23,013,909	$ 2,258,756	$ -	$ -	$ 25,272,665

	Ending Balance	Increases	Decreases	Transfers	Ending Balance
Business-Type Activities					
Capital Assets Not Being Depreciated:					
Construction in Progress	$ 3,227,775	$ 1,511,178	$ -	$ (1,735,224)	$ 3,003,729
Land	122,549	863,681	-	-	986,230
Total Capital Assets Not Being Depreciated	3,350,324	2,374,859	-	(1,735,224)	3,989,959
Capital Assets Being Depreciated:					
Buildings and Improvements	247,255	-	-	-	247,255
Improvements Other Than Buildings	47,092,265	2,055,903	-	871,543	50,019,711
Equipment	2,064,351	151,991	(29,021)	-	2,187,321
Total Capital Assets Being Depreciated	49,403,871	2,207,894	(29,021)	871,543	52,454,287
Less Accumulated Depreciation:					
Buildings and Improvements	(157,624)	(11,104)	-	-	(168,728)
Improvements Other Than Buildings	(21,446,378)	(1,671,469)	-	-	(23,117,847)
Equipment	(1,613,106)	(223,258)	29,021	-	(1,807,343)
Total Accumulated Depreciation	(23,217,108)	(1,905,831)	29,021	-	(25,093,918)
Total Capital Assets Being Depreciated, Net	26,186,763	302,063	-	871,543	27,360,369
Total Business-Type Activities, Net	$ 29,537,087	$ 2,676,922	$ -	$ (863,681)	$ 31,350,328

Depreciation expense was charged to functions/programs as follows:

Governmental Activities	
General Government	$ 169,705
Public Safety	337,348
Public Works	1,434,653
Culture and Recreation	247,059
Total Depreciation Expense - Governmental Activities	$ 2,188,765
Business-Type Activities	
Water and Sewer System	$ 1,841,087
Stormwater	64,744
Total Depreciation Expense - Business-Type Activities	$ 1,905,831

Note 6 - Long-Term Obligations

Change in long-term obligations for the year ended September 30, 2025, were as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental Activities					
Compensated Absences	$ 901,370	$ 814,835	$ (688,740)	$ 1,027,465	$ 434,975
OPEB	527,709	92,004		619,713	-
Total Governmental Activities	$ 1,429,079	$ 906,839	$ (688,740)	$ 1,647,178	$ 434,975
Business-Type Activities					
Compensated Absences	$ 41,460	$ 84,492	$ (47,220)	$ 78,732	$ 33,331
OPEB	77,567	14,721	-	92,288	-
Total Business-Type Activities	$ 119,027	$ 99,213	$ (47,220)	$ 171,020	$ 33,331

For governmental activities, the General Fund is used to liquidate compensated absences, the net pension liability, and the OPEB liability.

Note 7 - Pension Plans

General Employees' Pension Plan

Plan Description

The Town contributes to the General Employees' Pension Plan, which is a single-employer defined benefit public employees' retirement system (PERS), established pursuant to Town Ordinance 11-89 adopted May 2, 1989, and as subsequently amended by Town Council. The PERS does not issue a financial report separate from the Town's financial statements. The plan has three distinct classes of participants:

Group A: Non-union participants (not identified as Local 630 or in a dispatcher position)
Group B: Local 630 participants
Group C: Dispatcher participants

Plan Benefits and Contributions

The General Employees' Pension Plan provides pension and death benefits to its members. As stipulated by Town ordinance, authority to establish and amend benefit provisions of the General Employees' Pension Plan along with the authority to provide for cost-of-living adjustments rests with the Town Council.

Vesting
All general, full-time, permanent employees who have completed one year of service are eligible to participate in PERS. Under the provisions of the PERS, pension benefits vest upon completion of five years of credited service. An employee may retire at the earlier of age 65 with ten (10) years of service, or age 62 with 20 years of service.

Average Monthly Earnings

- Group A:
  One-twelfth of the arithmetic average of earnings of the five (5) highest years of service of the ten (10) years immediately preceding retirement or termination, but not less than the highest three-year average as of June 7, 2016.

- Group B:
  One-twelfth of the arithmetic average of earnings for the last five (5) years immediately preceding retirement or termination.

- Group C:
  One-twelfth of the arithmetic average of earnings for the five (5) highest years of service of the ten (10) years immediately preceding retirement or termination.

Accrued Benefit

Group A (Hired prior to 6/7/2016):	2.50% per year.
Group A (Hired on or after 6/7/2016):	2.00% per year.
Group B:	2.50% per year prior to 10/1/13, 2.00% thereafter.
Group C (Hired prior to 6/3/2014):	2.50% per year prior to 6/3/14, 2.25% thereafter.
Group C (Hired on or after 6/3/2014):	2.00% per year.

Maximum Benefit Accrual

Group A (Hired prior to 6/7/2016):	75% of Average Monthly Earnings, but not less than the percentage accrued as of June 7, 2016.
Group A (Hired on or after 6/7/2016):	75% of Average Monthly Earnings.
Group B:	75% of Average Monthly Earnings, but not less than the percentage accrued as of September 30, 2013.
Group C (Hired prior to 6/3/2014):	90% of Average Monthly Earnings.
Group C (Hired on or after 6/3/2014):	75% of Average Monthly Earnings.

Early Retirement
Participants are eligible for early retirement upon reaching age 55 and completing ten (10) years of credited service. The accrued benefit is reduced 1/15th each year for the first five (5) years that early retirement precedes normal retirement and 1/30th each year for the next five (5) years.

Pre-Retirement Death Benefits

Benefit Married:	If eligible for Early Retirement, 50% of member's accrued benefit had he or she elected the joint and survivorship annuity and retired the day before death, payable to spouse for life.

Benefit Not Married: If eligible for Early Retirement, member's accrued benefit had he or she elected the 10-year certain and life annuity and retired the day before death.

Contributions
Members are required to contribute as follows:

Group A: 3.0% of earnings, effective June 7, 2016.
Group B: 3.0% of earnings.
Group C: 5.0% of earnings.

Town Contributions
The Town is required to contribute at an actuarially determined rate (5.76% of valuation payroll for the year ended September 30, 2025).

Plan Investments
The General Employees' Pension Plan is invested in a group contract with FMPTF.

The plan did not hold investments in any one organization that represents 5% or more of the pension plan's fiduciary net position. For the year ended September 30, 2025, the annual money-weighted rate of the return on pension plan investments, net of pension plan investment expense, was 8.20%.

Measurement Date
As permitted by GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, the Town elected to use a measurement date to value the net pension liability and related deferred inflows and outflows as of September 30, 2024, one year prior to the reporting date. The Town's Pension Trust Funds do not issue separate financial statements. Therefore, the disclosures required by GASB Statement No. 67 as of September 30, 2025, are also included below.

Plan Membership
Plan membership in the General Employees' Pension Plan is as follows:

	October 1, 2024
Retirees and Beneficiaries	
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	43
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	46
Active Plan Members	37
Total Retirees and Beneficiaries	126

General Employees' Pension Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balances at September 30, 2023	$ 12,093,810	$ 12,199,035	$ (105,225)
Changes for the Year:			
Service Cost	244,176	-	244,176
Interest	811,260	-	811,260
Differences Between Expected and Actual Experience	(433,487)	-	(433,487)
Contributions - Employer	-	174,400	(174,400)
Contributions - Employee	-	89,954	(89,954)
Net Investment Income	-	2,364,228	(2,364,228)
Benefit Payments, Including Refunds of Contributions	(630,153)	(630,153)	-
Administrative Expenses	-	(1,000)	1,000
Net Changes	(8,204)	1,997,429	(2,005,633)
Balances at September 30, 2024	$ 12,085,606	$ 14,196,464	$ (2,110,858)

September 30, 2025	
Total Pension Liability	$ 12,740,611
Plan Net Position	(14,963,173)
Net Pension Liability (Asset)	$ (2,222,562)
Plan Net Position as a Percentage of Total Pension Liability	117.44%

For the year ended September 30, 2025, the Town recognized total pension expense of $(219,282). The Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Deferred Outflow of Resources	
Contributions Made After the Measurement Date	$ 173,975
Net Difference Between Projected and Actual Earnings	-
Differences Between Actual and Expected Experience	24,235
Total Deferred Outflow of Resources	$ 198,210
Deferred Inflow of Resources	
Differences Between Projected and Actual Earnings on Plan Investments	$ 508,862
Differences Between Actual and Expected Experience	252,867
Total Deferred Inflow of Resources	$ 761,729

Contributions made after the measurement date (shown above) will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2026. Other amounts reported as deferred inflows and outflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30	Amount
2026	$ (232,395)
2027	139,106
2028	(339,579)
2029	(304,626)
Total	$ (737,494)

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation as of October 1, 2024, updated to September 30, 2025, using the following actuarial assumptions applied to all measurement periods:

Inflation	2.75%
Salary Increases	4.75%
Investment Rate of Return	7.00%
Mortality	For Healthy Participants, PUB-2010, Scale MP-2018

Discount Rate. A discount rate of 7.0% was used to measure the total pension liability. The discount rate was based on the expected rate of return on plan investments of 7.0%. The projection of cash flows used to determine this discount rate assumed member contributions will be made at the current contribution rate and employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member contribution rate. Based on these assumptions, the plan's fiduciary net position was projected to be available to make all projected future expected benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability/(Asset) to the Discount Rate Assumption:

As of September 30, 2025

Net Pension Liability/(Asset)	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
General Employees' Pension Plan	$ (735,489)	$ (2,222,562)	$ (3,465,638)

As of September 30, 2024

Net Pension Liability/(Asset)	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
General Employees' Pension Plan	$ (693,658)	$ (2,110,858)	$ (3,296,649)

Firefighters' Pension Plan

Plan Description

The Firefighters' Pension Plan, a single-employer defined benefit plan, was established pursuant to Town Ordinance 8-89 adopted March 21, 1989, and as subsequently amended by the Town Council. Members of the Firefighters' Pension Plan include full-time state certified firefighters. The funding method and determination of benefits payable are provided in various acts of the Florida Legislature (the Act), which created funds, including subsequent amendments, thereto. The Act provides, in general, that funds are to be accumulated from employee contributions, Town contributions, state appropriations, and income from investment of accumulated funds. The Act also provides that, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the Town shall supplement the fund by an appropriation from current funds or from any revenue which may lawfully be used for said purposes in an amount sufficient to make up the deficiency. The Firefighters' Pension Plan is administered by a Board of Trustees (the Board). The Board consists of five trustees, two of whom are legal residents of the Town who are appointed by the Town Council, two of whom are members of the plan who are elected by the membership, and a fifth member is elected by the other four and appointed by the Town Council. Each trustee serves a two-year term. Investments are reported at fair value. The Firefighters' Pension Plan does not issue a stand-alone financial report.

Plan Benefits and Contributions

The Firefighters' Pension Plan provides pension, death, and disability benefits to its members. As stipulated by Town ordinance, authority to establish and amend benefit provisions of the Firefighters' Pension Plan along with the authority to provide for cost-of-living adjustments rests with the Town Council.

Vesting

Each person employed by the Town Fire Department as a full-time Firefighter becomes a member of the Plan. Members are considered vested after five years of credited service and are entitled to plan benefits. Fire Department employees attaining the earlier of the age of 55 and ten (10) years of credited service or 25 years of credited service regardless of age are considered fully vested in the plan.

Benefit

If hired prior to June 7, 2016, the retirement benefit is equal to 3.00% of average final compensation for each year of credited service. If hired after June 6, 2016, the retirement benefit is equal to 2.75% of average final compensation for each year of credited service.

Maximum Benefit

If hired prior to June 7, 2016, 80% of average final compensation. If hired after June 6, 2016, 75% of average final compensation.

Early Retirement

Members are eligible for early retirement upon reaching age 50 and ten (10) years of credited service. The retirement benefit is based on the accrued benefit, reduced 3.0% per year for each year prior to normal retirement.

Disability Benefits
For service incurred disabilities, active employees receive disability benefits accrued to the date of disability but not less than 42% of average final compensation, subject to the maximum limit. For non-service incurred disabilities, employees with ten (10) years of credited service receive disability benefits accrued to the date of disability. Disability benefits are payable for life with 120 monthly payments guaranteed, or until recovery, as determined by the Board.

Pre-Retirement Death Benefits
If an employee dies before completion of five (5) years of continuous service, employee contributions are refunded without interest. If an employee dies after the completion of at least five (5) years of continuous service, the monthly accrued benefits, reduced actuarially, are payable to the designated beneficiary for their lifetime. After retirement, benefits are payable to the beneficiary in accordance with the option selected at retirement.

Contributions
The Town is required to contribute at an actuarially determined rate of 19.54% valuation payroll for the year ended September 30, 2025. The Town and state contributions to the Firefighters' Pension Plan were $451,805 for the year ended September 30, 2025. Under the provisions of the Town Ordinance, Fire Department employees of the Town are required to contribute 4% of their annual compensation to the Firefighters' Pension Plan. The payments are deducted from the employees' wages and remitted by the Town to the Firefighters' Pension Plan bi-weekly.

Administrative costs are funded by contributions made to the plan. Significant actuarial assumptions used to compute contribution requirements are the same as those used to compute the standardized measure of the pension benefit obligation. The Town must provide annual contributions sufficient to satisfy any actuarially determined contribution requirements not covered by the state premium tax refunds and employee contributions.

Plan Investments
The Firefighters' Pension Board is responsible for establishing and amending the plans' investments. The plan's current investment policy gives the Board discretion to allocate assets provided that no more than 60% of the funds at cost are invested in common stock or capital stock.

The plan did not hold investments in any one organization that represents 5% or more of the pension plan's fiduciary net position. The money-weighted rate of return on plan investments, net of related investment expenses, was 13.65% for the year ended September 30, 2025.

Measurement Date
As permitted by GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, the Town elected to use a measurement date to value the net pension liability and related deferred inflows and outflows as of September 30, 2024, one year prior to the reporting date. The Town's Pension Trust Funds do not issue separate financial statements. Therefore, the disclosures required by GASB Statement No. 67 as of September 30, 2025, are also included below.

Plan Membership

Plan membership in the Firefighters' Pension Plan is as follows:

	October 1, 2024
Retirees and Beneficiaries	
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	27
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	11
Active Plan Members	17
Total Retirees and Beneficiaries	55

The components of the net pension liability of the sponsor on September 30, 2025, were as follows:

Firefighters' Pension Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balances at September 30, 2023	$ 11,171,981	$ 9,258,108	$ 1,913,873
Changes for the Year:			
Service Cost	313,547	-	313,547
Interest	815,370	-	815,370
Differences Between Expected and Actual Experience	467,436	-	467,436
Changes of Benefit Terms	(478,102)	-	(478,102)
Contributions - Employer	-	254,341	(254,341)
Contributions - State	-	133,302	(133,302)
Contributions - Employee	-	64,401	(64,401)
Net Investment Income	-	2,302,894	(2,302,894)
Benefit Payments, Including Refunds of Contributions	-	(478,102)	478,102
Administrative Expenses	-	(51,039)	51,039
Net Changes	1,118,251	2,225,797	(1,107,546)
Balances at September 30, 2024	$ 12,290,232	$ 11,483,905	$ 806,327

September 30, 2025	
Total Pension Liability	$ 13,083,430
Plan Net Position	(12,969,953)
Net Pension Liability (Asset)	$ 113,477
Plan Net Position as a Percentage of Total Pension Liability	99.13%

Differences between plan fiduciary net position presented above and the amounts presented in the financial statements are due to certain accruals which are the result of timing differences. These differences are not considered to be significant.

For the year ended September 30, 2025, the Town recognized total pension expense of $696,048. The Town reported deferred outflows of resources related to pensions from the following sources:

Deferred Outflow of Resources		
Contributions Made After the Measurement Date	$	451,805
Differences Between Actual and Expected Experience		509,440
Changes of Assumptions		-
Net Difference Between Projected and Actual Earnings		-
Total Deferred Outflow of Resources	$	961,245
Deferred Inflow of Resources		
Changes in Assumptions	$	-
Net Difference Between Projected and Actual Earnings		772,461
Total Deferred Inflow of Resources	$	772,461

Contributions made after the measurement date (shown above) will be recognized as a reduction in the net pension liability in the fiscal year ended September 30, 2026. Other amounts reported as deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30		Amount
2026	$	215,021
2027		224,579
2028		(375,726)
2029		(326,895)
Total	$	(263,021)

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation as of October 1, 2024, updated to September 30, 2025, using the following actuarial assumptions applied to all measurement periods:

Inflation	2.50%
Salary Increases	Service Based
Discount Rate	7.25%
Investment Rate of Return	7.25%
Mortality	PUB-2010, projected generationally with Scale MP-2018
Mortality Disabled	PUB-2010, projected generationally with Scale MP-2018, Disabled

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	50%	7.5%
International Equity	15%	8.5%
Broad Market Fixed Income	25%	2.5%
Real Estate	10%	4.5%

Discount Rate. The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate. The following presents the net pension liability of the Firefighters' Pension Plan Fund, calculated using the discount rate of 7.25%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

As of September 30, 2025	**1% Decrease (6.25%)**	**Current Discount Rate (7.25%)**	**1% Increase (8.25%)**
Net Pension (Asset) Liability	$ 1,720,653	$ 113,474	$ (1,224,806)

As of September 30, 2024	**1% Decrease (6.25%)**	**Current Discount Rate (7.25%)**	**1% Increase (8.25%)**
Net Pension (Asset) Liability	$ 2,308,569	$ 806,324	$ (449,777)

Police Officers' Pension Plan

Plan Description

The Police Officers' Pension Plan, a single-employer defined benefit pension plan, was established pursuant to Town Ordinance 28-82, adopted December 28, 1982, as subsequently amended by the Town Council. Members of the Police Officers' Pension Plan include full-time state certified police officers. The funding method and determination of benefits payable are provided in various acts of the Florida Legislature (the Act), which created funds, including subsequent amendment, thereto. The Act provides, in general, that funds are to be accumulated from employee contributions, Town contributions, state appropriations, and income from investment of accumulated funds. The Act also provides that, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the Town shall supplement the fund by an appropriation from current funds or from any revenue which may lawfully be used for said purposes in an amount sufficient to make up the deficiency. The Police Officers' Pension Plan is administered by the Board. The Board consists of five trustees: two citizens of Orange Park appointed by the Town, two full-time Police Officers who are elected by a majority of the Members of the Plan, and a fifth trustee who is chosen by a majority of the first four Trustees. Each trustee serves a four-year term. Investments are reported at fair value. The Police Officers' Pension Plan does not issue a stand-alone financial report.

Plan Benefits

The Police Officers' Pension Plan provides pension, death, and disability benefits to its members. As stipulated by Town ordinance, authority to establish and amend benefit provisions of the Police Officers' Pension Plan along with the authority to provide for cost-of-living adjustments rests with the Town Council. In 2014, the Town passed Ordinance 12-14 amending the Police Officers' Pension Plan. The Ordinance amended several key provisions of the Plan as noted throughout the paragraphs below.

Vesting
All Police Department employees attaining the earlier of the age of 55 and ten (10) years of credited service or age 52 and 25 years of credited service are entitled to a retirement benefit.

Accrued Benefit
The accrued benefit is a percentage of average monthly earnings, based on the following accrual rates:

Hire Date	Applicable Credited Service	Accrual Rate
Before 11/13/12	Prior to 11/13/12	3.75%
Between 11/13/12 and 06/02/14		3.50%
On and After 06/03/14		3.35%
Between 11/13/12 and 06/02/14	All Years of Credited Service	3.25%
Between 06/03/14 and 05/02/16	All Years of Credited Service	3.20%
On and After 05/03/16	All Years of Credited Service	3.00%

Maximum Benefit
If hired prior to November 13, 2012, 90% of average monthly earnings. If hired after November 13, 2012, 75% of average monthly earnings.

Supplemental Benefit
Each member hired prior to November 13, 2012, who retires under normal retirement shall receive an additional $200 per month payable for life. For members hired on or after November 13, 2012, the additional benefit shall be $100 per month payable for life.

Early Retirement
Employees who have attained age 45 and have completed ten (10) years of service are eligible for an early retirement equal to the applicable multiplier times average monthly earnings times years of credited service (excluding the supplement), reduced 3% for each year that early retirement precedes normal retirement.

Disability Benefits
Active employees who become disabled receive disability benefits (upon expiration of accrued sick pay and vacation pay) of 50% of pay on date of disability if service connected. Employees who become disabled from a non-service-connected disability must have ten (10) years of credited service to receive benefits of 25% of pay on date of disability. The minimum disability benefit is 2% of average monthly earnings times years of credited service. The benefits are payable for life, with 120 monthly payments guaranteed, or until recovery, as determined by the Board. If an employee is terminated before completion of five (5) years of continuous service, employee contributions are refunded without interest.

Contributions
The Town is required to contribute at an actuarially determined rate (21.59% of valuation payroll for the year ended September 30, 2025). Town and state contributions to the plan were $625,056 for the year ended September 30, 2025. Employees are required to contribute a rate of not less than 6.5% of gross earnings. For employees hired before the effective date of Ordinance 12-14, their contribution is reduced to 3% of gross earnings once such employees reach the maximum accrual of 90% of average monthly earnings.

Plan Investments

The Board is responsible for establishing and amending the plan's investment policies. The plan's current investment policy gives the Board discretion to allocate assets provided that no more than 70% of the total market value of assets of the fund shall at any time be invested in common and/or preferred stocks, nor shall the aggregate investment in any one issuing company exceed one percent of the outstanding capital stock of that company. The plan did not hold investments in any one organization that represents 5% or more of the pension plan's fiduciary net position. The money-weighted rate of return on plan investments, net of related investment expenses, was 9.15% for the year ended September 30, 2025.

Measurement Date

As permitted by GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, the Town elected to use a measurement date to value the net pension liability and related deferred inflows and outflows as of September 30, 2024, one year prior to the reporting date. The Town's Pension Trust Funds do not issue separate financial statements. Therefore, the disclosures required by GASB Statement No. 67 as of September 30, 2025, are also included below.

Plan membership in the Police Officer's Pension Plan is as follows:

	October 1, 2024
Retirees and Beneficiaries	
Inactive Plan Members or Beneficiaries Currently Receiving Benefits	34
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	14
Active Plan Members	24
Total Retirees and Beneficiaries	72

Police Officers' Pension Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balances at September 30, 2023	$ 24,556,869	$ 21,607,079	$ 2,949,790
Changes for the Year:			
Service Cost	421,929	-	421,929
Interest	1,615,344	-	1,615,344
Differences Between Expected and Actual Experience	96,376	-	96,376
Contributions - Employer	-	284,724	(284,724)
Contributions - State	-	171,282	(171,282)
Contributions - Employee	-	108,672	(108,672)
Net Investment Income	-	4,680,932	(4,680,932)
Benefit Payments, Including Refunds of Contributions	(1,738,364)	(1,738,364)	-
Administrative Expenses	-	(68,488)	68,488
Net Changes	395,285	3,438,758	(3,043,473)
Balances at September 30, 2024	$ 24,952,154	$ 25,045,837	$ (93,683)

September 30, 2025	
Total Pension Liability	$ 27,529,275
Plan Net Position	(26,719,183)
Net Pension Liability (Asset)	$ 810,092
Plan Net Position as a Percentage of Total Pension Liability	97.06%

Differences between plan fiduciary net position presented above and the amounts presented in the financial statements are due to certain accruals which are the result of timing differences. These differences are not considered to be significant.

For the year ended September 30, 2025, the Town recognized total pension expense of $504,607. The Town reported deferred outflows of resources and deferred inflows of resources related to the pension plan from the following sources:

Deferred Outflow of Resources		
Contributions Made after the Measurement Date	$	625,056
Changes of Assumptions		-
Net Difference Between Projected and Actual Earnings		-
Differences Between Actual and Expected Experience		147,105
Total Deferred Outflow of Resources	$	772,161
Deferred Inflow of Resources		
Differences Between Actual and Expected Experience	$	10,973
Net Difference Between Projected and Actual Earnings		1,031,087
Total Deferred Inflow of Resources	$	1,042,060

Contributions made after the measurement date (shown above) will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2026. Other amounts reported as deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30		Amount
2026	$	7,095
2027		613,838
2028		(860,817)
2029		(655,071)
Total	$	(894,955)

Actuarial Assumptions. The total pension liability was determined by an actuarial valuation as of October 1, 2024, updated to September 30, 2025, using the following actuarial assumptions applied to all measurement periods:

Inflation	2.50%
Salary Increases	Service based
Discount Rate	6.70%
Investment Rate of Return	6.70%
Mortality	PUB-2010, projected generationally with Scale MP-2018
Mortality Disabled	PUB-2010, projected generationally with Scale MP-2018, Disabled

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	51.25%	7.5%
International Equity	10.00%	8.5%
Broad Market Fixed Income	31.25%	2.5%
Real Estate	7.50%	4.5%

Discount Rate. The discount rate used to measure the total pension liability was 6.70%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate. The following presents the net pension liability of the Police Officers' Pension Fund, calculated using the discount rate of 6.70%, as well as what the plan's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

As of September 30, 2025	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)
Net Pension Liability/(Asset)	$ 4,326,433	$ 810,092	$ (2,103,971)

As of September 30, 2024	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)
Net Pension Liability/(Asset)	$ 3,086,214	$ (93,684)	$ (2,726,382)

COMBINING STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
SEPTEMBER 30, 2025

	General Employees' Pension Plan Fund	Firefighters' Pension Plan Fund	Police Officers' Pension Plan Fund	Total
Assets				
Cash and Cash Equivalents	$ 119,705	$ 431,035	$ 641,710	$ 1,192,450
Receivables:				
Due from Town	-	67,899	103,348	171,247
Accrued Income	-	13,507	4,040	17,547
Total Receivables	-	81,406	107,388	188,794
Prepaid Benefits	-	-	2,729	2,729
Investments:				
Florida Municipal Pension Trust Fund:				
FMIvT Broad Market High Quality Bond Fund	2,394,108	-	-	2,394,108
FMIvT Core Plus Fixed Income Fund	2,214,550	-	-	2,214,550
FMIvT Diversified Large Cap Equity	3,800,646	-	-	3,800,646
FMIvT Diversified Small to Mid Cap	1,960,176	-	-	1,960,176
FMIvT International Equity	3,261,971	-	-	3,261,971
FMIvT Core Real Estate Portfolio	1,212,017	-	-	1,212,017
U.S. Government and Agency Securities	-	603,509	-	603,509
Corporate Bonds	-	777,867	-	777,867
Domestic Stocks	-	4,572,209	4,334,870	8,907,079
International Stocks	-	337,394	-	337,394
Mutual Funds	-	5,414,759	19,893,044	25,307,803
Real Estate Investment Fund	-	803,348	1,770,021	$ 2,573,369
Total Investments	14,843,468	12,509,086	25,997,935	53,350,489
Total Assets	14,963,173	13,021,527	26,749,762	54,734,462
Liabilities				
Accounts Payable	-	51,574	30,579	82,153
Total Liabilities	-	51,574	30,579	82,153
Net Position Held in Trust for Pension Benefits	$ 14,963,173	$ 12,969,953	$ 26,719,183	$ 54,652,309

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Employees' Pension Plan Fund	Firefighters' Pension Plan Fund	Police Officers' Pension Plan Fund	Total
Additions				
Contributions:				
Employee Contributions	$ 97,951	$ 63,927	$ 123,701	$ 285,579
Employer Contributions	173,975	304,383	445,554	923,912
State Contributions	-	147,422	179,502	326,924
Total Contributions	271,926	515,732	748,757	1,536,415
Investment Earnings:				
Change in Fair Value of Investments	1,170,939	1,317,900	1,631,190	4,120,029
Interest and Dividends	-	297,466	686,122	983,588
Total Investment Earnings	1,170,939	1,615,366	2,317,312	5,103,617
Less Investment Expense	(26,195)	(65,404)	(65,595)	(157,194)
Net Investment Income	1,144,744	1,549,962	2,251,717	4,946,423
Total Additions	1,416,670	2,065,694	3,000,474	6,482,838
Deductions				
Benefit Payments	640,814	518,381	1,237,342	2,396,537
Refunds	9,147	-	-	9,147
Administrative Expenses	-	61,265	89,786	151,051
Total Deductions	(649,961)	(579,646)	(1,327,128)	(2,556,735)
Change in Net Position	766,709	1,486,048	1,673,346	3,926,103
Net Position Held in Trust for Pension Benefits, Beginning of Year	14,196,464	11,483,905	25,045,837	50,726,206
Net Position Held in Trust for Pension Benefits, End of Year	$ 14,963,173	$ 12,969,953	$ 26,719,183	$ 54,652,309

Note 8 - Deferred Compensation Plans

The Town maintains for its employees two deferred compensation plans under provisions of Internal Revenue Code Section 457 (the Plans). The Plans, available to all full-time employees, allow participants to defer a portion of their salary until future years. Plan assets are held in trust for the exclusive benefit of participants and their beneficiaries. The Town has very little administrative involvement, performs no investing function and has no fiduciary responsibility for these Plans. All amounts of compensation deferred under the Plans, all property and rights purchased with those amounts and all income attributable to those amounts, property or rights are solely the property and rights of the participants and are not subject to claims of the Town's creditors. Accordingly, these Plan assets are not reported as a part of the financial statements.

Note 9 - Other Postemployment Benefits

The Town provides retirees with the option to purchase health and dental insurance (at their own expense) from the Town's single employer, experience rated health insurance plan (the Plan) that provides medical and dental benefits to active and eligible retirees at the Town's group rate as mandated by Florida Statute 112.0801. State law prohibits the Town from separately rating retirees and active employees; therefore, this requirement creates an implicit rate benefit for the retirees' because, on an actuarial basis, their current and future claims are expected to result in higher costs to the Plan on average than those of active employees. As a result, the Town is subsidizing the premium rates paid by retirees by allowing them to participate in the Plan at reduced or blended group premium rates. The Plan does not issue a separate publicly available financial report.

Membership Information

The following table provides a summary of the number of participants in the plan as of October 1, 2024 (the latest valuation date).

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	20
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	0
Active Plan Members	92
Total Plan Members	112

Funding Policy

Contribution requirements for the Plan of the Town are established and may be amended by Town Council. The Town has followed the pay-as-you-go funding policy. The Town pays any remaining required amounts after contributions of Plan members are taken into account. Currently, retired members pay the full premium associated with the coverage elected and there is no direct Town subsidy. Spouses and other dependents are also eligible for coverage, and the member is responsible for payment of the applicable premiums.

Total OPEB Liability—The Town's total OPEB liability of $712,001 was measured as of October 1, 2024, which is one year prior to the reporting date. The actuarial valuation date was October 1, 2024.

Changes in the Total OPEB Liability

Total OPEB Liability, Beginning of Year	$ 605,276
Service Cost	43,212
Interest on Total OPEB Liability	29,468
Differences Between Actual and Expected Experience	-
Changes of Assumptions and Other Inputs	58,352
Benefit Payments	(24,307)
Net Change in Total OPEB Liability	106,725
Total OPEB Obligation, End of Year	$ 712,001

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following table presents the total OPEB liability of the Town as well as what the Town's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

	1% Decrease 2.81%	Current Discount Rate 3.81%	1% Increase 4.81%
Total OPEB Liability	$ 794,092	$ 712,001	$ 641,774

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following table presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or one-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Total OPEB Liability	$ 647,031	$ 712,001	$ 788,866

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2025, the Town recognized OPEB expense of $16,020. At September 30, 2025, the Town reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Benefits Paid After Measurement Date	$ 25,307	$ -
Differences Between Actual and Expected Experience	-	154,778
Changes of Assumptions or Other Inputs	57,989	122,890
Total	$ 83,296	$ 277,668

Of the total amount reported as deferred outflows of resources related to OPEB, $25,307 resulting from benefits paid subsequent to the measurement date and before the end of the fiscal year will be included as a reduction of the total OPEB liability in the year ended September 30, 2026. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	Amount
2026	$ (58,674)
2027	(60,041)
2028	(57,642)
2029	(38,978)
2030	(8,833)
Thereafter	4,490
Total	$ (219,678)

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of the valuation and the historical pattern of sharing benefit costs between the employer and plan members. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Actuarial methods and assumptions include the following:

Actuarial Valuation Date:	October 1, 2023
Measurement Date:	October 1, 2024
Reporting Date:	September 30, 2025
Actuarial Cost Method:	Entry Age Normal Cost
Inflation Rate:	2.75%
Discount Rate:	3.81%
Projected Salary Increases:	4.25%-10.00%
Retirement Age:	Retirement ages follow the pension plan retirement ages as described in Note 7.
Mortality:	Healthy members based on various PUB-2010 mortality tables and generational mortality improvements with Scale MP-2018.
Healthcare Cost Trend Rate:	Based on the Getzen Model, with trend starting at 6.30% and gradually decreasing to an ultimate trend rate of 4.00% in 2042.
Expenses:	Administrative expenses are equal to expected expenses during the measurement period as provided by the Town.

Note 10 - Interlocal Agreement

The Town annually executes agreements with the Board of County Commissioners of Clay County, Florida (the County). The agreements specify services related to transportation, public safety, culture/recreation, and physical environment that will be performed by the Town or reimbursed to the County for their performance of the services. The intent and purpose of the agreements is to ensure that tax dollars collected in the Town are not allocated to pay costs incurred by the County for providing services in unincorporated areas.

Note 11 - Risk Management

The Town is exposed to various risks of loss related to general/professional liability, automobile liability, property damage, and workers' compensation. The Town purchases commercial insurance with various deductibles for the various types of losses. The Town has not had any significant reduction in insurance coverage, and the amounts of insurance settlements have not exceeded insurance coverage for any of the last three years.

Note 12 - Commitments and Contingencies

The Town is subject to various disputes, legal proceedings, and labor relation claims, which arise in the normal course of its operations. Although the outcome of these issues is not presently determinable, it is the opinion of the Town that the resolution of these matters will not have a material adverse effect to the financial condition of the Town.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	$ 6,584,372	$ 6,584,372	$ 6,692,696	$ 108,324
Permits, Fees, and Special Assessments	1,077,750	1,077,750	1,147,586	69,836
Intergovernmental	1,979,470	1,979,470	3,075,417	1,095,947
Charges for Services	2,400,906	2,400,906	2,490,673	89,767
Fines and Forfeitures	1,260,000	1,260,000	1,445,376	185,376
Investment Income	211,500	211,500	475,551	264,051
Miscellaneous	135,000	135,000	159,432	24,432
Total Revenues	13,648,998	13,648,998	15,486,731	1,837,733
Expenditures				
Current:				
Legislative	263,302	263,302	247,701	15,601
Code Enforcement	156,650	156,650	137,612	19,038
Executive	209,930	249,930	222,330	27,600
Human Resources	116,950	116,950	51,279	65,671
Finance	568,996	568,996	556,305	12,691
Economic and Community Development	231,920	231,920	214,170	17,750
Non-Departmental Government Expenditures	3,013,661	3,117,424	2,263,360	854,064
Facilities Maintenance	1,352,028	1,531,757	1,012,034	519,723
Equipment Maintenance	203,378	203,378	194,102	9,276
Memorial Day	2,500	2,500	1,706	794
Police	4,400,128	4,424,128	4,334,632	89,496
Fire	3,185,027	3,154,527	2,955,511	199,016
Streets, Roads, and Drainage	921,052	924,052	900,538	23,514
Rescue Services	125,540	156,390	112,699	43,691
Public Works Administration	1,498,898	1,498,898	1,447,198	51,700
Recreation and Programs	285,204	251,441	244,034	7,407
(Total Expenditures)	(16,535,164)	(16,852,243)	(14,895,211)	1,957,032
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,886,166)	(3,203,245)	591,520	3,794,765
Other Financing Sources (Uses)				
Transfers in	577,400	647,400	647,400	-
Total Other Financing Sources (Uses)	577,400	647,400	647,400	-
Net Change in Fund Balance	(2,308,766)	(2,555,845)	1,238,920	3,794,765
Fund Balance, Beginning of Year	2,308,766	2,555,845	10,714,204	8,158,359
Fund Balance, End of Year	$ -	$ -	$ 11,953,124	$ 11,953,124

TOWN OF ORANGE PARK, FLORIDA
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2025

Note 1 - Budgetary Information

The budget is prepared on a basis consistent with generally accepted accounting principles using the modified accrual basis of accounting. The Town of Orange Park, Florida maintains the legal level of budgetary control at the activity level in the General Fund. Total expenditures may not exceed appropriations without Council of the Town approval.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
GENERAL EMPLOYEES' PENSION PLAN

	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016
Total Pension Liability										
Service Cost	$ 260,111	$ 244,176	$ 238,265	$ 250,068	$ 198,442	$ 241,329	$ 232,299	$ 242,895	$ 214,252	$ 184,303
Interest	854,726	811,260	810,964	774,208	777,403	747,461	725,020	697,173	689,944	642,052
Benefit Changes	-	-	-	-	-	-	-	-	-	(32,351)
Differences Between Actual and Expected Experience	189,129	(433,487)	105,015	(495,369)	45,141	41,280	(132,614)	(498,830)	(29,834)	19,887
Assumption Changes	-	-	-	-	-	(200,214)	-	15,088	-	120,280
Benefit Payments, Including Refunds of Member Contributions	(648,961)	(630,153)	(604,718)	(580,086)	(575,405)	(551,190)	(422,466)	(375,627)	(316,027)	(248,893)
Net Change in Total Pension Liability	655,005	(8,204)	549,526	(51,179)	445,581	278,666	402,239	80,699	558,335	685,278
Total Pension Liability, Beginning	12,085,606	12,093,810	11,544,284	11,595,463	11,149,882	10,871,216	10,468,977	10,388,278	9,829,943	9,144,665
Total Pension Liability, Ending (a)	12,740,611	12,085,606	12,093,810	11,544,284	11,595,463	11,149,882	10,871,216	10,468,977	10,388,278	9,829,943
Plan Fiduciary Net Position										
Contributions - Town	173,975	174,400	168,497	169,628	135,308	172,921	168,906	177,948	311,423	419,653
Contributions - Member	97,951	89,954	82,499	82,280	74,471	72,296	67,573	66,273	65,433	48,259
Net Investment Income	1,144,744	2,364,228	972,994	(1,806,060)	2,252,116	722,773	566,194	759,187	1,213,981	2,010,513
Benefit Payments, Including Refunds of Member Contributions	(648,961)	(630,153)	(604,718)	(580,086)	(575,405)	(551,190)	(422,466)	(375,627)	(316,027)	(248,893)
Administrative Expenses	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(425)	(2,575)
Net Change in Plan Fiduciary Net Position	766,709	1,997,429	618,272	(2,135,238)	1,885,490	415,800	379,207	626,781	1,274,385	2,226,957
Plan Fiduciary Net Position, Beginning	14,196,464	12,199,035	11,580,763	13,716,001	11,830,511	11,414,711	11,035,504	10,408,723	9,134,338	6,907,381
Plan Fiduciary Net Position, Ending (b)	14,963,173	14,196,464	12,199,035	11,580,763	13,716,001	11,830,511	11,414,711	11,035,504	10,408,723	9,134,338
Net Pension Liability (Asset), Ending (a) - (b)	$ (2,222,562)	$ (2,110,858)	$ (105,225)	$ (36,479)	$ (2,120,538)	$ (680,629)	$ (543,495)	$ (566,527)	$ (20,445)	$ 695,605
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	117.44%	117.47%	100.87%	100.32%	118.29%	106.10%	105.00%	105.41%	100.20%	92.92%
Covered Employee Payroll	$ 3,020,283	$ 2,540,153	$ 2,524,823	$ 2,542,108	$ 2,150,340	$ 2,173,943	$ 2,008,990	$ 2,045,341	$ 2,189,775	$ 2,131,622
Net Pension Liability as a Percentage of Covered Employee Payroll	-73.59%	-83.10%	-4.17%	-1.43%	-98.61%	-31.31%	-27.05%	-27.70%	-0.93%	32.63%

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
GENERAL EMPLOYEES' PENSION PLAN

Notes to Schedule:

Changes of Benefit Terms:
For measurement date 9/30/2016, Ordinance 11-16 was adopted by Town Council on June 7, 2016, which amended benefits for employees not represented by Local 630 or in dispatcher positions. The plan changes that were made in conjunction with that Ordinance are as follows:

- Average annual earnings are the average for the highest five years of service for the last ten years preceding retirement, termination, or death. However, average annual earnings cannot be less than the average annual earnings as of June 7, 2016.

- The benefit multiplier is 2.00% for participants hired on or after June 7, 2016.

- The maximum pension benefit is 75% of average earnings but not less than the maximum pension benefit as of June 7, 2016.

- Employee contributions are 3.00% of gross earnings effective June 7, 2016.

Changes of Assumptions:
For measurement date 09/30/2017, as a result of Chapter 2015-157, *Laws of Florida* , the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CONTRIBUTIONS
GENERAL EMPLOYEES' PENSION PLAN

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially Determined Contribution	$ 173,975	$ 174,400	$ 168,497	$ 169,628	$ 130,111	$ 172,921	$ 168,906	$ 177,407	$ 257,642	$ 395,500
Contributions in Relation to the Actuarially Determined Contribution	173,975	174,400	168,497	169,628	135,308	172,921	168,906	177,948	311,423	419,653
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ (5,197)	$ -	$ -	$ (541)	$ (53,781)	$ (24,153)
Covered Employee Payroll	$ 3,020,283	$ 2,540,153	$ 2,524,823	$ 2,542,108	$ 2,150,340	$ 2,173,943	$ 2,008,990	$ 2,045,341	$ 2,189,775	$ 2,131,622
Contributions as a Percentage of Covered Employee Payroll	5.76%	6.87%	6.67%	6.67%	6.29%	7.95%	8.41%	8.70%	14.22%	19.69%

NOTES TO SCHEDULE

Valuation Date: Actuarially determined contribution rates are calculated as of October 1, one year prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal Cost Method
Amortization Method:	Level Dollar, Closed
Amortization Period:	30 Years
Asset Valuation Method:	Fair Market Value
Inflation:	2.75%
Salary Increases:	4.75%
Investment Rate of Return:	7.00%
Retirement Age:	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality:	For healthy male participants during employment, PUB-2010 Headcount Weighted General Below Median Employee Mortality Table, separate rates for males and females, set back 1 year for males, with fully generational mortality improvements project to each future decrement date with Scale MP-2018. For healthy male participants postemployment, PUB-2010 Headcount Weighted General Below Median Healthy Retiree Mortality Table, separate rates for males and females, set back 1 year for males, with fully generational mortality improvements projected to each future decrement date with Scale MP-2018.

Other Information:

Benefit Changes

2015: For employees not represented by Local 630 or in dispatcher positions - final average monthly earnings changed to five year average for participants hired after June 7, 2016, multiplier reduced to 2.0%, maximum annual benefit is 75%, effective June 7, 2016, employee contributions of 3.0% of earnings.

Assumption Changes

2019: Mortality updated. 2017: Mortality updated. 2016: Mortality updated.

2013: Investment return updated to 7% compounded annually, net of investment expenses. Salary increase factors updated. 2009: The Town will no longer purchase annuities effective October 1, 2010.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF INVESTMENT RETURNS
GENERAL EMPLOYEES' PENSION PLAN

	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016
Annual Money Weighted Rate of Return, Net of Investment Expenses	8.20%	19.70%	8.50%	-13.30%	19.30%	6.40%	5.20%	7.30%	13.42%	N/A*

The data presented above was measured using actuarial methods prescribed by GASB Statements No. 67 and 68.

*Previously, the General Employees' Pension Plan was invested in an annuity contract with New York Life. Due to the nature of the investment, the annual money weighted rate of return was unavailable. During fiscal year 2017, the Town switched the pension plan investments to a more traditional investment portfolio with the League of Cities.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FIREFIGHTERS' PENSION PLAN

	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016
Total Pension Liability										
Service Cost	$ 281,975	$ 313,547	$ 298,545	$ 288,887	$ 257,216	$ 249,582	$ 229,098	$ 229,080	$ 197,883	$ 197,700
Interest	892,694	815,370	730,117	686,085	656,151	625,151	611,896	547,771	508,848	496,512
Change in Excess State Money	-	-	-	-	-	-	-	-	-	(52,584)
Changes of Benefit Items	-	-	-	-	-	-	(4,998)	-	-	(210,422)
Differences Between Expected and Actual Experience	(173,104)	467,436	593,449	217,262	10,789	16,288	(347,209)	355,825	63,754	(201,630)
Changes of Assumptions	310,014	-	-	-	281,540	(179,638)	232,680	-	-	132,868
Contributions - Buy Back	-	-	-	-	-	-	-	-	-	33,190
Benefit Payments, Including Refunds of Employee Contributions	(518,381)	(478,102)	(444,328)	(744,792)	(300,808)	(310,559)	(303,506)	(297,050)	(301,841)	(297,050)
Net Change in Total Pension Liability	793,198	1,118,251	1,177,783	447,442	904,888	400,824	417,961	835,626	468,644	98,584
Total Pension Liability, Beginning	12,290,232	11,171,981	9,994,198	9,546,756	8,641,868	8,241,044	7,823,083	6,987,457	6,518,813	6,420,229
Total Pension Liability, Ending (a)	13,083,430	12,290,232	11,171,981	9,994,198	9,546,756	8,641,868	8,241,044	7,823,083	6,987,457	6,518,813
Plan Fiduciary Net Position										
Contributions - Employer	304,383	254,341	219,641	177,785	208,139	210,146	251,143	214,339	158,271	221,243
Contributions - State	147,422	133,302	135,228	105,984	87,494	109,816	89,667	95,363	89,453	84,808
Contributions - Member	63,927	64,401	66,715	57,099	53,581	49,209	48,171	48,334	48,573	34,771
Contributions - Buy Back	-	-	-	-	-	-	-	-	-	33,190
Net Investment Income	1,549,962	2,302,894	855,897	(1,484,374)	1,690,575	787,121	347,335	530,937	785,707	348,392
Benefit Payments, Including Refunds of Employee Contributions	(518,381)	(478,102)	(444,328)	(744,792)	(300,808)	(310,559)	(303,506)	(297,050)	(301,841)	(297,050)
Administrative Expenses	(61,265)	(51,039)	(48,420)	(41,750)	(54,901)	(46,702)	(50,480)	(41,929)	(38,863)	(55,455)
Net Change in Plan Fiduciary Net Position	1,486,048	2,225,797	784,733	(1,930,048)	1,684,080	799,031	382,330	549,994	741,300	369,899
Plan Fiduciary Net Position, Beginning	11,483,905	9,258,108	8,473,375	10,403,423	8,719,343	7,920,312	7,537,982	6,987,988	6,246,688	5,876,789
Plan Fiduciary Net Position, Ending (b)	12,969,953	11,483,905	9,258,108	8,473,375	10,403,423	8,719,343	7,920,312	7,537,982	6,987,988	6,246,688
Net Pension Liability (Asset), Ending (a) - (b)	$ 113,477	$ 806,327	$ 1,913,873	$ 1,520,823	$ (856,667)	$ (77,475)	$ 320,732	$ 285,101	$ (531)	$ 272,125
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	99.13%	93.44%	82.87%	84.78%	108.97%	100.90%	96.11%	96.36%	100.01%	95.83%
Covered Employee Payroll	$ 1,598,174	$ 1,610,035	$ 1,667,855	$ 1,427,485	$ 1,339,519	$ 1,230,220	$ 1,204,275	$ 1,208,356	$ 1,214,329	$ 1,040,989
Net Pension Liability as a Percentage of Covered Employee Payroll	7.10%	50.08%	114.75%	106.54%	-63.95%	-6.30%	26.63%	23.59%	-0.04%	26.14%

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FIREFIGHTERS' PENSION PLAN

Notes to Schedule:

Changes of Assumptions:
For measurement date 09/30/2021, the Board approved the following assumption changes based on the August 9, 2021 actuarial experience study:
1. The investment return assumption was lowered from 7.50% to 7.25%, net of investment related expenses.
2. The salary increase rate assumption was changed, generally adjusted downward.
3. The termination rate assumption was changed, reflecting an overall increase to the assumed rates.

For measurement date 09/30/2020, as mandated by Chapter 2015-157, *Laws of Florida* , the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

For measurement date 09/30/2019, the investment rate of return was lowered from 7.75% to 7.50% per year, compounded annually, net of investment-related expenses.

For measurement date 09/30/2016, amounts reported as changes of assumptions resulted from the Experience Study dated August 8, 2016, the Board has adopted the following changes of assumptions:
-Salary Increases
-Mortality Rates
-Normal and Early Retirement Rates
-Withdrawal Rates
-Investment Return
-Payroll Growth
Additionally, the inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

Changes of Benefit Terms:
For measurement date 9/30/2019, amounts reported as changes of benefit terms resulted from the provisions of Chapter 112.1816, Florida Statutes. The Statutes state that, effective July 1, 2019, a death or disability (under the Plan's definition of total and permanent disability) for a Firefighter due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer will be treated as duty-related.

For measurement date 09/30/2016, amounts reported as changes of benefit terms resulted from the following changes:
1. Ordinance No. 10-16, adopted and effective June 7, 2016, implemented the following benefit changes:
- An increase in the Member Contribution Rate.
- An increase in the averaging period for calculation of Average Final Compensation.
- A reduced benefit accrual rate for Members, hired after June 6, 2016.
- Maximum benefit limitations for all Members, expressed as a percentage of Average Final Compensation.
- A benefit commencement date upon attainment of age 55 for Vested Terminated Members.
2. Ordinance No. 07-16, adopted and effective April 5, 2016, incorporated language for compliance with the Internal Revenue Code. A letter of No Actuarial Impact was submitted for these changes.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CONTRIBUTIONS
FIREFIGHTERS' PENSION PLAN

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially Determined Contribution*	$ 451,804	$ 400,738	$ 341,743	$ 285,354	$ 295,632	$ 318,381	$ 340,810	$ 309,702	$ 247,723	$ 306,051
Contributions in Relation to the Actuarially Determined Contribution*	451,805	387,643	354,869	283,772	295,633	319,962	340,810	309,702	247,724	306,051
Contribution Deficiency (Excess)	$ (1)	$ 13,095	$ (13,126)	$ 1,582	$ (1)	$ (1,581)	$ -	$ -	$ (1)	$ -
Covered Employee Payroll	$ 1,598,174	$ 1,610,035	$ 1,667,855	$ 1,427,485	$ 1,339,519	$ 1,230,220	$ 1,204,275	$ 1,208,359	$ 1,214,329	$ 1,040,989
Contributions as a Percentage of Covered Employee Payroll	28.27%	24.08%	21.28%	19.88%	22.07%	26.01%	28.30%	25.63%	20.40%	29.40%

*Amounts include the contribution from the State of Florida.

NOTES TO SCHEDULE

Valuation Date:

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Mortality Rate:

Healthy Retiree Lives:
Female: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.
Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.
Healthy Active Lives:
Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.
Healthy Beneficiary Lives:
Female: PubG.H-2010 (Below Median) for Healthy Retirees.
Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.
Disabled Lives:
80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

The above assumed rates were mandated by Chapter 2015-157, *Laws of Florida* .
This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics. All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CONTRIBUTIONS
FIREFIGHTERS' PENSION PLAN

Termination Rates:

Credited Service	Probability of Termination
<1	10%
1	8%
2-9	9%
10-14	3%
15+	0%

The above rates were approved by the Board as the result of an Experience Study dated August 8, 2016.

Disability Rates: See table below. 90% of Disability and Pre-Retirement Deaths are assumed to be service-connected. These rates are similar to those used by other Florida municipal special risk programs.

Age	% Becoming Disabled During the Year
20	0.14%
25	0.15%
30	0.18%
35	0.23%
40	0.30%
45	0.51%
50	1.00%
55	1.55%
60+	2.09%

Retirement Age: Assumed 100% immediate retirement upon the earlier of: 1) age 55 and 10 years of service, or 2) 25 years of service, regardless of age. This assumption was approved by the Board as the result of an Experience Study dated August 9, 2021.

Early Retirement: Members eligible for Early Retirement (age 50 with 10 years of Credit Service) are not assumed to retire. This assumption was approved by the Board as the result of an Experience Study dated August 9, 2021.

Interest Rate: 7.25% per year compounded annually, net of investment related expenses. This assumption is supported by the target asset allocation of the trust and long-term expected returns by asset class.

Salary Increases: 6.0% per year for less than 5 years of Credited Service, and 5.0% per year for 5 or more years of Credited Service. This assumption was approved by the Board as the result of an Experience Study dated August 9, 2021.

Asset Smoothing Methodology: The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in a de minimis bias that is above or below the Market Value of the Assets.

Payroll Growth: None.
Funding Method: Entry Age Normal Actuarial Cost Method.
Amortization Method: Level Percentage of Pay, Closed.
Remaining Amortization Period: 28 Years (as of 10/01/2017).

SCHEDULE OF INVESTMENT RETURNS

	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016
Annual Money Weighted Rate of Return Net of Investment Expenses	13.65%	24.98%	10.24%	-14.75%	19.52%	10.02%	4.44%	7.71%	12.84%	6.01%

The data presented above was measured using actuarial methods prescribed by GASB Statements No. 67 and 68.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
POLICE OFFICERS' PENSION PLAN

	September 30, 2025	September 30, 2024	September 30, 2023	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016
Total Pension Liability										
Service Cost	$ 480,308	$ 421,929	$ 430,987	$ 442,825	$ 413,035	$ 406,341	$ 428,602	$ 368,642	$ 340,830	$ 325,676
Interest	1,662,524	1,615,344	1,565,758	1,506,383	1,485,385	1,440,453	1,455,929	1,367,155	1,322,590	1,272,407
Differences Between Expected and Actual Experience	830,919	96,376	149,838	(43,891)	(459,092)	1,879	(325,984)	229,994	(289,995)	(291,764)
Changes in Assumptions	840,712	-	-	-	1,012,941	(372,266)	425,836	222,248	232,908	343,759
Benefit Payments, Including Refunds of Employee Contributions	(1,237,342)	(1,738,364)	(1,056,491)	(958,100)	(881,174)	(819,329)	(842,721)	(849,873)	(820,443)	(810,306)
Net Change in Total Pension Liability	2,577,121	395,285	1,090,092	947,217	1,571,095	657,078	1,141,662	1,338,166	785,890	839,772
Total Pension Liability, Beginning	24,952,154	24,556,869	23,466,777	22,519,560	20,948,465	20,291,387	19,149,725	17,811,559	17,025,669	16,185,897
Total Pension Liability, Ending (a)	27,529,275	24,952,154	24,556,869	23,466,777	22,519,560	20,948,465	20,291,387	19,149,725	17,811,559	17,025,669
Plan Fiduciary Net Position										
Contributions - Employer	445,554	284,724	250,624	232,977	415,918	454,444	599,933	510,167	510,150	507,652
Contributions - State	179,502	171,282	189,717	161,523	156,637	160,615	160,400	159,155	143,498	139,588
Contributions - Employee	123,701	108,672	103,595	99,129	97,348	96,196	95,479	86,091	85,448	82,605
Net Investment Income	2,251,716	4,680,932	2,452,497	(5,478,626)	4,497,129	2,514,587	947,368	1,946,165	1,744,231	1,134,540
Benefit Payments, Including Refunds of Employee Contributions	(1,237,342)	(1,738,364)	(1,056,491)	(958,100)	(881,174)	(819,329)	(842,721)	(849,873)	(820,443)	(810,306)
Administrative Expenses	(89,786)	(68,488)	(68,151)	(73,389)	(47,842)	(54,395)	(52,976)	(44,260)	(50,517)	(44,045)
Net Change in Plan Fiduciary Net Position	1,673,345	3,438,758	1,871,791	(6,016,486)	4,238,016	2,352,118	907,483	1,807,445	1,612,367	1,010,034
Plan Fiduciary Net Position, Beginning	25,045,837	21,607,079	19,735,288	25,751,774	21,513,758	19,161,640	18,254,157	16,446,712	14,834,345	13,824,311
Plan Fiduciary Net Position, Ending (b)	26,719,182	25,045,837	21,607,079	19,735,288	25,751,774	21,513,758	19,161,640	18,254,157	16,446,712	14,834,345
Net Pension Liability (Asset), Ending (a) - (b)	$ 810,093	$ (93,683)	$ 2,949,790	$ 3,731,489	$ (3,232,214)	$ (565,293)	$ 1,129,747	$ 895,568	$ 1,364,847	$ 2,191,324
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	97.06%	100.38%	87.99%	84.10%	114.35%	102.70%	94.43%	95.32%	92.34%	87.13%
Covered Employee Payroll	$ 1,974,282	$ 1,726,671	$ 1,595,407	$ 1,525,057	$ 1,532,288	$ 1,479,931	$ 1,502,642	$ 1,324,478	$ 1,314,581	$ 1,270,842
Net Pension Liability as a Percentage of Covered Employee Payroll	41.03%	-5.43%	184.89%	244.68%	-210.94%	-38.20%	75.18%	67.62%	103.82%	172.43%

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
POLICE OFFICERS' PENSION PLAN

Notes to Schedule:

Changes of Assumptions:

For measurement date 09/30/2021, the investment rate of return was lowered from 7.10% to 6.70% per year, net of investment related expenses.

For measurement date 09/30/2020, as mandated by Chapter 2015-157, *Laws of Florida* , the assumed rates of mortality were changed to the rates used in the Milliman's July 1, 2019 FRS valuation report for special risk employees, with appropriate adjustments made based on the plan demographics.

For measurement date 09/30/2019, as a result of October 18, 2019 Actuarial Experience Study, the following changes were made:

- The investment return assumption was lowered from 7.60% to 7.10%.
- The salary increase assumption has been updated from a flat 6.00% to 6.50% for the first five years of service, and 4.50% thereafter.
- The termination rates have been updated from an age based table to a service based table. The assumed termination rates are 7.0% for the first 5 years of service, 5.5% for the next 5 years of service, and 0.0% thereafter.
- The normal retirement rates have been updated from the earlier of age 55 and 10 years of service or age 52 and 25 years of service (members at the assumed retirement age are assumed to retire one year later).
- The early retirement rates have been updated.

For measurement date 09/30/2017, as required by Chapter 2015-157, *Laws of Florida,* the assumed rates of mortality have been changed from those in the July 1, 2015 FRS valuation report to those used in the July 1, 2016 FRS valuation report. Additionally, the investment return was lowered from 7.80% to 7.70% per year, net of investment related expenses.

For measurement date 09/30/2016, amounts reported as changes of assumptions are as follows:

- The investment return assumption was lowered from 7.90% to 7.80% per year, net of investment related expenses.
- The payroll growth assumption was lowered from 0.90% to 0.80% per year in order to comply with the requirements of Part VII of Chapter 112, Florida Statutes. This requirement states that the payroll growth assumption utilized for purposes of amortizing the Unfunded Actuarial Accrued Liability may not exceed the actual 10-year average payroll increase realize by the plan.
- As mandated by Chapter 2015-157, *Laws of Florida,* the assumed rates of mortality were changed from the RP-2000 Combined Healthy Tables to the mortality tables for special risk employees used by the Florida Retirement System actuary in the July 1, 2015 actuarial valuation.
- The assumed rate of annual COLA increase was lowered from 3.00% to 2.50% per year, equal to the expected long-term inflation rate as provided by the plan's investment consultant.

For measurement date 9/30/2015, amounts reported as changes of assumptions resulted from lowering the investment rate of return from 8.00% to 7.90%.

Changes of Benefit Terms:

For measurement date 09/30/2016, Ordinance 08-16 was adopted by Town Council on May 3, 2016. The plan changes that were made in conjunction with that Ordinance are as follows:

- The benefit accrual rate was reduced from 3.20% to 3.00% per year for future new hires, effective May 3, 2016. The supplemental benefit will be $100 per month.
- A DROP Plan was established for future retirees. The period of participation shall not exceed sixty (60) months and participant DROP accounts will receive the same net-of-fees investment returns that are realized by the Fund while participating in DROP.
- Pursuant to the requirements of Chapter 2015-39, *Laws of Florida,* a Share Plan was established. A letter of no actuarial impact for the above plan changes was issued, dated March 29, 2016. Future savings will be realized as the current active membership is replace with new hires at the lower benefit structure.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CONTRIBUTIONS
POLICE OFFICERS' PENSION PLAN

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially Determined Contribution	$ 625,058	$ 491,929	$ 434,589	$ 387,059	$ 585,794	$ 615,059	$ 760,337	$ 653,895	$ 633,102	$ 647,240
Contributions in Relation to the Actuarially Determined Contribution	625,056	456,006	440,341	394,500	572,555	615,059	760,333	669,322	653,648	647,240
Contribution Deficiency (Excess)	$ 2	$ 35,923	$ (5,752)	$ (7,441)	$ 13,239	$ -	$ 4	$ (15,427)	$ (20,546)	$ -
Covered Employee Payroll	$ 1,974,282	$ 1,726,671	$ 1,595,407	$ 1,525,057	$ 1,532,288	$ 1,479,931	$ 1,502,642	$ 1,324,478	$ 1,314,581	$ 1,270,842
Contributions as a Percentage of Covered Employee Payroll	31.66%	26.41%	27.60%	25.87%	37.37%	41.56%	50.60%	50.53%	49.72%	50.93%

NOTES TO SCHEDULE

Valuation Date:
Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Mortality Rate:

Healthy Retiree Lives:
Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 for Healthy Retirees, set forward one year.
Healthy Active Lives:
Female: Female: PubS.H-2010 (Below Median) for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.
Healthy Beneficiary Lives:
Female: PubG.H-2010 (Below Median) for Healthy Retirees.
Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.
Disabled Lives:
80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.
The above assumed rates were mandated by Chapter 2015-157, *Laws of Florida* .
This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics. All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CONTRIBUTIONS
POLICE OFFICERS' PENSION PLAN

Termination Rates: See table below.

Disability Rates: See table below. 75% of disablements and pre-retirement deaths are assumed to be service-related.

Retirement Age: Earlier of age 55 and 10 years of service or age 52 and 25 years of service; Members at the assumed retirement age are assumed to retire one year later. We feel this assumption is reasonable given current Plan provisions.

Early Retirement: Commencing with the earliest Early Retirement Age (45), members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year. We feel this assumption is reasonable given current Plan provisions.

Interest Rate: 6.70% per year, compounded annually, net of investment related assumptions. We believe this assumption is supported by the target asset allocation of the trust and long-term expected returns by asset class.

Salary Increases:

Cost-of-Living Adjustment: 2.50% per year, beginning at age 55 for eligible Members. This is consistent with the long-term inflation rate assumption, as provided by the plan's investment consultant.

Payroll Growth Assumption: None

Termination Rate Table:

Credited Service	Probability of Termination
0-4	7%
5-9	6%
10+	0%

Termination and Disability Rate Table:

Age	% Becoming Disabled During the
20	0.14%
25	0.15%
30	0.18%
35	0.23%
40	0.30%
45	0.51%
50	1.00%
55	1.55%
60+	2.09%

Final Year Salary Load:

Years of Credited Service as of October 1, 2013	**Assumption**
Less than 5 years	No Load
5-10 years	10%
10 or more years	20%

Cost Method: Entry Age Normal Actuarial Cost Method.

Marriage Assumption: 100% of participants are assumed to be married, with husbands 3 years older than wives.

Asset Valuation Method: Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

SCHEDULE OF INVESTMENT RETURNS
Last 10 Fiscal Years

	September 30, 2025	**September 30, 2024**	**September 30, 2023**	**September 30, 2022**	**September 30, 2021**	**September 30, 2020**	**September 30, 2019**	**September 30, 2018**	**September 30, 2017**	**September 30, 2016**
Annual Money Weighted Rate of Return Net of Investment Expenses	9.15%	22.29%	12.70%	-21.64%	21.18%	13.31%	5.25%	12.03%	12.00%	8.37%

The data presented above was measured using actuarial methods prescribed by GASB Statements No. 67 and 68.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
SEPTEMBER 30, 2025

Total OPEB Liability	**2025**	**2024**	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**
Service Cost	$ 43,212	$ 51,071	$ 78,114	$ 87,080	$ 76,500	$ 45,911	$ 45,309	$ 71,508
Interest on the Total OPEB Liability	29,468	34,192	20,201	22,020	21,616	26,692	23,978	32,910
Benefit Changes	-	-	-	-	-	161	-	-
Difference Between Expected and Actual Experience	-	(181,513)	-	(63,109)	-	(105,696)	-	(301,219)
Changes of Assumptions and Other Inputs	58,352	(14,431)	(200,930)	(8,207)	21,090	108,572	(31,305)	(109,438)
Benefit Payments	(24,307)	(19,925)	(11,486)	(13,734)	(11,313)	(17,040)	(36,321)	(51,763)
Net Change in Total OPEB Liability	106,725	(130,606)	(114,101)	24,050	107,893	58,600	1,661	(358,002)
Total OPEB Liability, Beginning	605,276	735,882	849,983	825,933	718,040	659,440	657,779	1,015,781
Total OPEB Liability, Ending	$ 712,001	$ 605,276	$ 735,882	$ 849,983	$ 825,933	$ 718,040	$ 659,440	$ 657,779
Covered-Employee Payroll	$ 5,996,390	$ 5,797,498	$ 5,717,336	$ 5,519,490	$ 4,966,551	$ 4,838,723	$ 4,477,282	$ 4,347,926
Total OPEB Liability as a Percentage of Covered-Employee Payroll	11.87%	10.44%	12.87%	15.40%	16.63%	14.84%	14.73%	15.13%

Additional years will be added to this schedule until 10 years of data is presented.

OTHER SUPPLEMENTARY INFORMATION

TOWN OF ORANGE PARK, FLORIDA
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

SPECIAL REVENUE FUNDS

The *Special Revenue Funds* are used to account for specific revenues that are legally restricted to expenditure for particular purposes:

- *Gas Tax Fund*—This fund accounts for revenue derived from fuel taxes. These funds are used for transportation expenditures.

- *Confiscated Property Fund*—This fund accounts for revenue derived from confiscated property and cash. Proceeds are used to augment police activities.

- *Police Education Fund*—This fund accounts for revenue derived from county court costs. Expenditures are used to provide criminal justice education degree programs and training courses for police department personnel.

- *Magnolia Cemetery Fund*—This fund accounts for revenues derived from the operations of the cemetery.

- *Police Investigative/Evidentiary Fund*—This fund accounts for revenue ordered by the courts and administered by the police department for use in officer investigations where it is necessary to protect the identity of the source of funds.

- *Building Department Fund*—This fund accounts for various fees charged to be used to fund the building department.

- *Fair Share Fund*—This fund accounts for proportionate fair share revenue to address the impact of development on transportation facilities. Expenditures are used toward funding of scheduled improvements in the Capital Improvements Element of the Comprehensive Plan.

TOWN OF ORANGE PARK, FLORIDA
COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	Special Revenue Funds							Total
	Gas Tax	Confiscated Property	Police Education	Magnolia Cemetery	Police Investigative/ Evidentiary	Building Department	Fair Share	Non-Major Governmental Funds
Assets								
Equity in Pooled Cash and Investments	$ 1,664,309	$ 84,983	$ 49,715	$ 393,648	$ 39,468	$ 281,937	$ 25,183	$ 2,539,243
Due from Other Governments	251,721	-	-	-	-	-	-	251,721
Total Assets	1,916,030	84,983	49,715	393,648	39,468	281,937	25,183	2,790,964
Liabilities and Fund Balances								
Liabilities								
Accounts Payable and Accrued Liabilities	208,051	69,927	157	-	-	12,823	-	290,958
Total Liabilities	208,051	69,927	157	-	-	12,823	-	290,958
Fund Balances								
Restricted:								
Transportation	1,707,979	-	-	-	-	-	-	1,707,979
Law Enforcement	-	15,056	49,558	-	39,468	-	-	104,082
Building Department	-	-	-	-	-	269,114	-	269,114
Committed:								
Cemetery Care and Maintenance	-	-	-	393,648	-	-	-	393,648
Transportation	-	-	-	-	-	-	25,183	25,183
Total Fund Balances	1,707,979	15,056	49,558	393,648	39,468	269,114	25,183	2,500,006
Total Liabilities and Fund Balances	$ 1,916,030	$ 84,983	$ 49,715	$ 393,648	$ 39,468	$ 281,937	$ 25,183	$ 2,790,964

TOWN OF ORANGE PARK, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Special Revenue Funds							Total
	Gas Tax	Confiscated Property	Police Education	Magnolia Cemetery	Police Investigative/ Evidentiary	Building Department	Fair Share	Non-Major Governmental Funds
Revenues								
Taxes	$ 1,154,925	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,154,925
Charges and Services	-	-	-	34,220	-	591	-	34,811
Fines and Forfeitures	-	-	6,606	-	3,799	266,255	-	276,660
Investment Income (Loss)	-	-	1,850	-	-	10,213	838	12,901
Total Revenues	1,154,925	-	8,456	34,220	3,799	277,059	838	1,479,297
Expenditures								
Current:								
General Government	-	-	-	-	-	101,192	-	101,192
Public Safety	-	-	14,145	-	135	-	-	14,280
Capital Outlay	1,071,940	-	-	-	-	-	-	1,071,940
Total Expenditures	(1,071,940)	-	(14,145)	-	(135)	(101,192)	-	(1,187,412)
Excess (Deficiency) of Revenues Over (Under) Expenditures	82,985	-	(5,689)	34,220	3,664	175,867	838	291,885
Other Financing Sources (Uses)								
Transfers (out)	-	-	-	-	-	(112,400)	-	(112,400)
Total Other Financing Sources (Uses)	-	-	-	-	-	(112,400)	-	(112,400)
Change in Fund Balances	82,985	-	(5,689)	34,220	3,664	63,467	838	179,485
Fund Balances, Beginning of Year	1,624,994	15,056	55,247	359,428	35,804	205,647	24,345	2,320,521
Fund Balances, End of Year	$ 1,707,979	$ 15,056	$ 49,558	$ 393,648	$ 39,468	$ 269,114	$ 25,183	$ 2,500,006

OTHER REPORTS

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Federal Grantor/Pass-Through Grantor/ Grant Program	Assistance Listing Number	Grant ID Number	Expenditures
Federal Awards			
U.S. Department of Treasury			
Passed Through Florida Division of Emergency Management: COVID-19 American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5245	$ 1,463,270
Passed Through Florida Department of Financial Services: COVID-19 Town of Orange Park - Community Center Rehabilitation	21.027	23.s.aa.900.029	187,188
Total U.S. Department of Treasury			1,650,458
Total Federal Expenditures			$ 1,650,458

TOWN OF ORANGE PARK, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) is presented on the modified accrual basis of accounting.

Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The Town of Orange Park, Florida did not elect to use the 15% de minimis indirect cost rate in Section 200.414, *Indirect (F&A) Costs,* of the Uniform Guidance.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Town Council and Town Manager
Town of Orange Park, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program
We have audited the Town of Orange Park, Florida's (the Town) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* the could have a direct and material effect on each of the Town's major federal programs for the year ended September 30, 2025. The Town's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Town has complied, in all material respects, with the types of compliance requirements referred to above that could have a material effect on each of its major federal programs for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program
We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Town and meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Town's compliance with compliance requirements referred to above.

Responsibilities of Management for Compliance
Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Town's federal programs.

Town Council and Town Manager
Town of Orange Park, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material non-compliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Town's compliance based on our 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 generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material non-compliance when it exists. The risk of not detecting material non-compliance 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. Non-compliance with the compliance requirements referred to above 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 Town's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material non-compliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Town's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the Town's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance 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 identified during the audit.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified.

Town Council and Town Manager
Town of Orange Park, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, non-compliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material non-compliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2025-001 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on Town's response to the internal control over compliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Town's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Purvis Gray

June 30, 2026
Gainesville, Florida

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Summary of Auditor's Results

Financial Statements

1. The independent auditor's report expresses an unmodified opinion on the financial statements of the Town of Orange Park, Florida (the Town).

2. The audit disclosed a significant deficiency, but no material weaknesses, in internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

3. There were no instances of non-compliance identified during the audit of the financial statements reported in the report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.

Federal Awards

4. The audit disclosed a significant deficiency, but no material weaknesses, in internal control over major federal programs that are required to be reported in the schedule of findings and questioned costs.

5. The report on compliance for the major federal programs expresses an unmodified opinion.

6. The audit did disclose findings relative to the major federal programs that are required to be reported in accordance with the *Uniform Guidance.*

7. The programs tested as a major federal program included:

Federal Programs	Assistance Listing No.
Coronavirus State and Local Fiscal Recovery Funds	21.027

8. The threshold for distinguishing Type A and B programs was $1,000,000 for federal programs.

9. The Town did not qualify as a low-risk auditee for federal grant programs.

Financial Statement Findings

Financial statement findings, if any, are reported in the independent auditor's report on internal control over financial reporting and compliance.

Findings and Questioned Costs for Major Federal Programs

The audit disclosed one finding for major federal programs to be reported under the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*.

Status of Prior Audit Findings

The prior year finding 2024-001 as required to be reported in accordance with Uniform Guidance, has been repeated in the current year as finding 2025-001.

TOWN OF ORANGE PARK, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS

2025-001 – ALN 21.027 – Coronavirus and Local Fiscal Recovery Funds – Procurement, Suspension, and Debarment: Lack of Controls for Suspension and Debarment (Significant Deficiency)

Criteria—According to the Coronavirus State and Local Recover Funds (CSLRF) Final Rule, Suspension and Debarment is covered under CFR 200.214 in Subpart C, which is fully applicable under the revenue replacement method. As such, suspension and debarment should be evaluated and documented for all non-payroll expenditures under the program.

Condition—During our testing, it was noted that 1 of 4 of the vendor selections tested for this program did not have suspension and debarment evaluated or documented prior to the purchase. In addition, there was no formal control policy for the Town to evaluate and document suspension and debarment for expenditures in this program.

Cause—This finding was identified as part of the audit for the year ended September 30, 2024; however, the vendor in question had been onboarded prior to the completion of that audit.

Effect—In this case, there is no indication that the vendor in question was actually suspended or debarred. However, by not evaluating suspension and debarment for the expenditures of this program, expenditures could be made that do not comply with the program requirements for suspension and debarment.

Recommendation—We recommend that suspension and debarment be evaluated and documented for all expenditures made for this program and that a formal control policy for suspension and debarment be considered for such purchases.

PURVIS GRAY

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Town Council and Town Manager
Town of Orange Park, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, 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 (the Town) as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated June 30, 2026.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified. We identified one deficiency in internal control, described below as 2025-004, that we consider to be a significant deficiency:

Town Council and Town Manager
Town of Orange Park, Florida

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

2025-004 – Grant Accounting

Condition—During the year, the Town experienced unexpected turnover in the financial department, which particularly impacted the grant tracking process. When unexpected turnover of key personnel in a small organization such as the Town occurs, there is significant loss of institutional knowledge as well as a lack of familiarity with the activity being audited. During final fieldwork, we identified one material audit adjustment that was made to record revenues and receivables or deferred inflows for grant expenditures that were incurred during the year.

Effects—As a result, the Town's financial statements would have been materially misstated if the adjustment noted above had not been identified during the audit process.

Recommendation—Although unexpected turnover of key personnel will create disruption, we recommend a review of the sufficiency of documentation of job roles, responsibilities, and key financial closing processes within the finance department. Additional documentation of these items may assist with transition when unexpected turnover occurs.

Report on Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Purvis Gray

June 30, 2026
Gainesville, Florida

PURVIS GRAY

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES – INVESTMENT OF PUBLIC FUNDS

Town Council and Town Manager
Town of Orange Park, Florida

We have examined the Town of Orange Park, Florida's (the Town) compliance with Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2025. Town management is responsible for the Town's compliance with those requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide legal determination of the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, federal, and other granting agencies and pass-through entities, the Mayor, and Town Council members, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis Gray

June 30, 2026
Gainesville, Florida

MANAGEMENT LETTER

Town Council and Town Manager
Town of Orange Park, Florida

Report on the Financial Statements
We have audited the financial statements of the Town of Orange Park, Florida (the Town) as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 30, 2026.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated June 30, 2026, should be considered in conjunction with the management letter.

Prior Audit Findings
Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The prior year finding 2024-001 has been repeated in the current year as finding 2025-001.

Official Title and Legal Authority
Section 10.554(1)(i)4., *Rules of the Auditor General,* requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements.

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Town Council and Town Manager
Town of Orange Park, Florida

MANAGEMENT LETTER

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General,* we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs
As required by Section 10.554(1)(i)6.a., *Rules of the Auditor General*, the Town is required to include a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Town's geographical boundaries during the fiscal year under audit. The Town has not authorized the operation of a PACE program, and management is not aware of the operation of any such program, within its geographical boundaries.

Special District Component Units
Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the Town had no special district component units.

Additional Matters
Section 10.554(1)(i)3., *Rules of the Auditor General,* requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we identified the additional items below.

2025-002 – Utility Cash Flow

Condition—During fiscal years ended September 30, 2025 and September 30, 2024, the Town expended $4,968,107 on infrastructure improvements in the Water and Sewer Fund, financed from operating reserves. In addition, there have been no rate increases during that time. The Town has also transferred $925,020 to the General Fund as payment in lieu of taxes during this time. As a result, the Utility Fund has no unrestricted cash available at September 30, 2025, and borrowed $92,538 from the General Fund to finance operations.

Recommendation—We are aware the Town has passed a rate increase during the year ended September 30, 2026. We recommend the Town project future cash flows to determine if additional rate increases, cost reductions, or borrowing are necessary to finance future operations and capital improvements.

Town Council and Town Manager
Town of Orange Park, Florida

MANAGEMENT LETTER

2025-003 – Minimum Fund Balance

Criteria—According to the Town's Minimum Fund Balance Policy, as described in Note 1 to the financial statements, the General Fund shall have an unassigned fund balance between 33% and 67% of the total budgeted General Fund expenditures and the Water and Sewer Fund shall have unrestricted net asset balance between 33% and 67% of the total budgeted Water and Sewer Fund operating expenses.

Condition—During our testing, it was noted that the General Fund had an unassigned fund balance at September 30, 2025, that exceeded 67% of the total budgeted General Fund expenditures. It was also noted that the Water and Sewer Fund had unrestricted net assets at September 30, 2025, that were below 33% of the total budgeted Water and Sewer Fund operating expenses.

Recommendation—We recommend the Town review revenue and cost projections for both funds to determine what adjustments may be necessary to return unassigned fund balance and unrestricted net assets to levels described in the Minimum Fund Balance Policy.

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the Town Council, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Purvis Gray

June 30, 2026
Gainesville, Florida

TOWN of ORANGE PARK

Closer To What Matters

June 30, 2026

Purvis Gray & Company, CPAs
222 NE 1st Street
Gainesville, FL 32601

Thank you for the opportunity to respond to the Town of Orange Park's ***Management Letter*** dated June 30, 2026. We are pleased to present the Town's response to this letter.

2025-001 – ALN 21.027 – Coronavirus and Local Fiscal Recovery Funds – Procurement, Suspension, and Debarment: Lack of Controls for Suspension and Debarment (Significant Deficiency)

Criteria—According to the Coronavirus State and Local Recover Funds (CSLRF) Final Rule, Suspension and Debarment is covered under CFR 200.214 in Subpart C, which is fully applicable under the revenue replacement method. As such, suspension and debarment should be evaluated and documented for all non-payroll expenditures under the program.

Condition—During our testing, it was noted that 1 of 4 of the vendor selections tested for this program did not have suspension and debarment evaluated or documented prior to the purchase. In addition, there was no formal control policy for the Town to evaluate and document suspension and debarment for expenditures in this program.

Cause—This finding was identified as part of the audit for the year ended September 30, 2024, however, the vendor in question had been onboarded prior to completion of that audit.

Effect—In this case, there is no indication that the vendor in question was actually suspended or debarred. However, by not evaluating suspension and debarment for the expenditures of this program, expenditures could be made that do not comply with the program requirements for suspension and debarment.

Recommendation—We recommend that suspension and debarment be evaluated and documented for all expenditures made for this program and that a formal control policy for suspension and debarment be considered for such purchases.

Management Response to 2024-001 – ALN 21.027 – Coronavirus and Local Fiscal Recovery Funds – Procurement, Suspension, and Debarment: Lack of Controls for Suspension and Debarment (Significant Deficiency)

The Town has been duly aware of it responsibilities pertaining to this program and will comply with the program requirements for suspension and debarment including evaluation and documentation for program expenditures.

TOWN of ORANGE PARK
Closer To What Matters

2025-002 – Utility Cash Flow

Condition—During fiscal years ended September 30, 2025 and September 30, 2024, the Town expended $4,968,107 on infrastrtucture improvements in the Water and Sewer Fund, financed from operating reserves. In addition, there have been no rate increases during that time. The Town has also transferred $925,020 to the General Fund as payment in lieu of taxes during this time. As a result, the Utility Fund has no unrestricted cash available at September 30, 2025, and borrowed $92,538 from the General Fund to finance operations.

Recommendation – We are aware the Town has passed a rate increase during the year ended September 30, 2026. We recommend the Town project future cash flows to determine if additional rate increases, cost reductions, or borrowing are necessary to finance future operations and capital improvements.

Management Response to 2025-002 – Utility Cash Flow

The Town increased its water and sewer rates by 8% beginning May 2026. The Ordinance also has a 7% increase scheduled to take effect on October 1, 2026, and another 7% increase to take effect on October 1, 2027. The Town plans to project its future cash flow soon to determine if further rate increases may be necessary.

2025-003 – Minimum Fund Balance

Criteria—According to the Town's Minimum Fund Balance Policy, as described in Note 1 to the financial statements, the General Fund shall have an unassigned fund balance between 33% and 67% of the total budgeted General Fund expenditures and the Water and Sewer Fund shall have unrestricted net asset balance between 33% and 67% of the total budgeted Water and Sewer Fund operating expenses.

Condition—During our testing, it was noted that the General Fund had an unassigned fund balance at September 30, 2025, that exceeded 67% of the total budgeted General Fund expenditures. It was also noted that the Water and Sewer Fund had unrestricted net assets at September 30, 2025, that were below 33% of the total budgeted Water and Sewer Fund operating expenses.

Recommendation—We recommend that the Town create and implement controls to track these fund balance and net asset amounts in relation to the Town's Minimum Fund Balance Policy.

Management Response to 2025-003 – Minimum Fund Balance

The Town will immediately create and implement controls to track the fund balance and net asset requirements for these funds.

TOWN of ORANGE PARK
Closer To What Matters

2025-004 – Grant Accounting

Condition—During the year, the Town experienced unexpected turnover in the financial department, which particularly impacted the grant tracking process. When unexpected turnover of key personnel in a small organization such as the Town occurs, there is significant loss of institutional knowledge as well as a lack of familiarity with the activity being audited. During final fieldwork, we identified one material audit adjustment that was made to record revenue and receivables of deferred inflows for grant expenditures that were incurred during the year.

Effects—As a result, the Town's financial statements would have been materially misstated if the adjustment noted above had not been identified during the audit process.

Recommendation—Although unexpected turnover of key personnel will create disruption, we recommend a review of the sufficiency of documentation of job roles, responsibilities, and key financial closing processes within the finance department. Additional documentation of these items may assist with the transition when unexpected turnover occurs.

Management Response to 2025-004 – Grant Accounting

The Town will do a review of the sufficiency of documentation of job roles, responsibilities, and key financial closing processes. The Town hired a human resources consulting firm and will task this consultant to assist with this review.

Signature: _____ Signature: _____
ACTING TOWN MANAGER
TOWN CLERK

Town of Orange Park
Town Council Meeting
Tuesday, June 23, 2026
7:00 P.M.
Minutes DRAFT

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

Other Councilmembers present were Vice-Mayor Doug Benefield, Councilman Randy Anderson, Councilman Kenneth Vogel, and Councilman Glenn Taylor. Also in attendance were Interim Town Manager Gary Goble, Police Chief Cody Monroe, Finance Director John Villanueva, Fire Chief John Contestabile, Public Works Director Kyle Croce, Attorney Sabrina Smith of Smith, Gambrell & Russell and Town Clerk Courtney Russo.

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

MAYOR COMMENTS

Mayor Sandlin welcomed attendees and noted the upcoming 250th anniversary of the Declaration of Independence, emphasizing the nation's core freedoms and encouraging reflection ahead of July 4th. Moosehaven and the Town will host fireworks at dark, with Moosehaven opening to the public at 5 p.m. for family activities. Everyone was invited to attend and reminded to celebrate safely.

PINNING CEREMONY-DEPUTY FIRE CHIEF DANNY LEGGE

Deputy Fire Chief Danny Legge was sworn in as the new Fire Marshal. His prior service with the department and return from the private sector were noted. He took the oath to uphold federal, state, and town laws, serve and protect the community, and maintain professional and ethical standards. The ceremony concluded with congratulations.

PROCLAMATION: SEMIQUINCENTENNIAL ANNIVERSARY OF THE DECLARATION OF INDEPENDENCE

MOTION:	Approval of a proclamation recognizing the Semiquincentennial Anniversary of the Declaration of Independence.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Taylor
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

Mayor Sandlin presented the proclamation to representatives with the Daughters of the American Revolution. Vice-Mayor Benefield read the proclamation into the record.

AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Sandra DiGiovanni reported on her work identifying unmarked veterans' graves in Magnolia Cemetery and announced a July 4th recognition at 9 a.m. to unveil new markers for several

veterans, with support from the Historical Society. She also highlighted the Black Creek Young Marines' involvement in Wreaths Across America and encouraged donations to help fund their planned trip to Pearl Harbor.

Michael Poweleit of the Lions Club invited the community to the group's third annual Veterans Pancake Breakfast on July 4th from 8–10 a.m. at their clubhouse behind Winn-Dixie. Veterans and first responders eat free, others pay $8, and proceeds support the club's children's vision program. He encouraged Council members and residents to attend.

Crawford Timbs expressed frustration with a red-light camera citation, stating the photo did not clearly show his license plate and that even the magistrate acknowledged the numbers were unclear. Despite this, the citation was upheld after an officer matched possible plate variations to his vehicle. He felt the process was one-sided and suggested the Town reconsider or ballot the use of red-light cameras.

APPROVAL OF THE COUNCIL MINUTES OF THE REGULAR MEETING DATED JUNE 2, 2026

MOTION:	Approval of the Council minutes of the regular meeting dated June 2, 2026.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF THE COUNCIL MINUTES OF THE SPECIAL MEETING DATED JUNE 8, 2026

MOTION:	Approval of the Council minutes of the special meeting dated June 8, 2026.
RESULT:	**PASSED**
MOVED BY:	Taylor
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

RESOLUTION NO. 15-26 (*PUBLIC HEARING*): ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PLAN

The Finance Director presented the required five-year Capital Improvement Plan (CIP), outlining $31.5 million in planned investments across public safety, transportation, parks, utilities, and stormwater, funded through sales tax, gas tax, water/sewer revenue, and stormwater revenue. He noted that water and sewer figures may change once the operating budget is finalized. Council members asked questions about several items, including the absence of a ladder truck, sidewalk

project carryovers, and crosswalk funding. The Fire Chief provided an update on the aging ladder truck's condition, repair history, and limited remaining service life.

A public hearing was opened and closed with no speakers.

Councilman Anderson moved to approve Resolution No. 15-26, and Vice-Mayor Benefield seconded. During discussion, Councilman Taylor introduced an amendment to add $250,000 annually to the CIP for a future ladder truck, but the amendment failed after Councilman Anderson withdrew his second and no additional second was offered. Members agreed the issue requires further financial review. The Council then approved the CIP as originally presented, 4–1. The Town Manager was directed to schedule a future workshop—likely during upcoming budget meetings—to reevaluate priorities and develop a funding strategy for a ladder truck.

MOTION:	Approval of Resolution No. 15-26.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield
NAYS:	Taylor

APPROVAL OF AN AGREEMENT FOR HUMAN RESOURCES CONSULTING SERVICES WITH CPS HR CONSULTING

The Town Manager presented the agreement with CPS HR Consulting for part-time human resources support following the Town's RFP process. A CPS consultant, Edward Sisson, joined remotely and provided an overview of the firm, noting that CPS specializes in public-sector HR services and offers support ranging from recruitment assistance to policy updates, employee relations, and compliance reviews. He explained that CPS does not negotiate benefits or run payroll but can assist with related administrative tasks. Council members asked questions about the scope of services, expected hours, cost structure, and the initial HR compliance assessment. CPS confirmed the assessment can typically be completed in about 10 hours and that future work would be prioritized based on the Town's needs and budget. The Town Manager noted that the Town's payroll specialist will serve as the internal gatekeeper to manage and control consulting hours.

MOTION:	To approve the Agreement for Human Resources Consulting Services with CPS HR Consulting.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

TOWN MANAGER SEARCH: REVIEW AND APPROVAL OF EXECUTIVE RECRUITMENT BROCHURE AND SELECTION OF PROJECT SCHEDULE

The Council reviewed the recruitment brochure and project schedule provided by the executive search firm handling the Town Manager recruitment. After a motion and second to approve the brochure, members discussed degree requirements, noting that while the listed fields were appropriate, the term "related field" should remain broad to avoid unnecessarily limiting applicants. The Town Attorney raised Sunshine Law concerns regarding the firm conducting any form of candidate interviews. The Council agreed that all interviews must be conducted publicly by the Council, and that the firm's role should be limited to compiling application materials and providing written reports.

Two brochure edits were approved: correcting a typo in the "ideal candidate" section and replacing the word "screening" with "review" in two locations to avoid implying a screening committee.

MOTION:	Approval of the brochure, as amended.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

The Council then considered two proposed project schedules. After discussion, they selected Option 2, which includes an additional week around Labor Day and maintains Council-conducted Zoom interviews rather than consultant-recorded interviews.

MOTION:	To go with schedule option 2, which includes Council-conducted Zoom interviews.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Vogel
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

The Town Manager also noted a discrepancy between the brochure's July 10 application date and the schedule's July 17 date; staff will clarify this with the consultant.

ORDINANCE NO. 06-26 (*FIRST READING AND DISCUSSION ONLY*): THIRD AMENDMENT TO THE FISCAL YEAR 2025/26 BUDGET

The Finance Director presented the third amendment to the FY 2025–2026 budget, noting that the financial-impact box on the staff report was incorrect and that the amendment increases the Water & Sewer Fund balance by approximately $1.1 million. The amendment includes: (1) a $1 million reduction in Water & Sewer CIP projects after identifying items that no longer need to be pursued; (2) a $135,000 transfer from water meter transmitters to the water meter line to support additional

meter purchases; (3) adjustments to water and sewer revenue to reflect the recently adopted rate increase; and (4) internal reallocations of insurance costs with no fund-balance impact.

Staff also recommended reducing the planned $500,000 cut to the water main upgrade line to $300,000, leaving $200,000 available for water-line rehabilitation work at the water plant to address odor complaints in the Holly Point area. Council discussed whether the proposed work would fully resolve the issue and asked for additional information before second reading.

MOTION:	For a first reading, by title only, of Ordinance No. 06-26.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

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

ORDINANCE NO. 07-26 (*FIRST READING AND DISCUSSION ONLY*): AMENDMENT TO THE POLICE OFFICERS' PENSION PLAN TO REDUCE THE MEMBER CONTRIBUTION RATE

The Council held the first reading of an ordinance amending the Police Officers' Pension Plan to reduce the member contribution rate, as negotiated between the Town and the Fraternal Order of Police Lodge No. 144. The Town Manager noted no additional explanation was needed beyond what was included in the negotiated agreement.

MOTION:	For a first reading, by title only, of Ordinance No. 07-26.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

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

RESOLUTION NO. 16-26: SJRWMD & FDEP APPLICATION FOR PERMIT FEE REDUCTION

The Council considered Resolution No. 16-26, an annual application to the St. Johns River Water Management District for a permit fee reduction based on the Town's population. Mr. Croce explained that the resolution allows the Town to receive significantly reduced permit fees for water, sewer, and other utility-related projects requiring DEP or district permitting. He also noted that under recent state changes, municipalities with populations under 7,500 may qualify for additional reductions, with some permits costing as little as $100.

MOTION:	Approval of Resolution No. 16-26.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF SPECIAL EVENT AGREEMENT WITH MOOSEHAVEN FOR THE FOURTH OF JULY CELEBRATION

The Council considered approval of the annual special event agreement with Moosehaven for the July 4th celebration. The Town Manager explained that the Town has partnered with Moosehaven for more than 25 years and that the agreement had been reviewed by the Town Attorney. The only change from prior years is an increase in the police officer pay rate to match what Moosehaven pays the Sheriff's Office for the same event. Moosehaven agreed to the updated terms and signed the contract.

MOTION:	To approve the Special Event Agreement with Moosehaven for the Fourth of July Celebration.
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

DESIGN OF SHAW POND EXPANSION AND DUDLEY BRANCH DREDGING

Mr. Croce presented a proposal under the Town's continuing services contract with CMT for design work related to dredging between Ash Street and Shaw Street and for water-quality improvements at Shaw Pond. He explained that previous dredging addressed areas from Johnson Slough to Kingsley and up to Shaw Street, but this remaining section still requires work. The project will also evaluate ways to increase stormwater capacity and improve water quality, complementing ongoing septic-to-sewer efforts.

The design phase includes surveying, sediment depth investigation, and development of a preliminary technical memorandum and 60% design alternatives. Mr. Croce noted the design will position the Town to seek state or DEP grant funding, though it will not yet produce a full shovel-ready plan. Estimated total project cost is $1.5–$2 million.

Council members asked about billing practices (CMT bills only for work performed), project timing (design can begin immediately and take 6–9 months), and how the $150,000 design cost fits within the $300,000 already budgeted in the CIP. Mr. Croce explained that the remaining funds may support later design phases or construction, depending on grant opportunities.

MOTION:	To approve Work Order No 35, Continuing Contract for Professional Services dated April 20, 2024, with CMT (Crawford, Murphy & Tilly, Inc.) for preliminary professional engineering and surveying services for the design of Shaw Pond Expansion and Dudley Branch Dredging
RESULT:	**PASSED**
MOVED BY:	Anderson
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR BODY WORN CAMERAS

The Town Manager explained that the Axon contract for new body-worn cameras had undergone extensive legal review, with the Town Attorney requesting multiple revisions—an uncommon step for Axon contracts. One final minor change related to public-records timing is still pending from Axon, but staff does not anticipate any issues. The Police Chief emphasized that body-worn cameras are now standard for transparency and accountability and noted that funding for the upgrade was already included in the CIP.

MOTION:	To authorize the Mayor to execute the quote, incorporating the Master Services Purchasing Agreement, and the Contract Addendum as presented and to terminate the existing contract with Axon upon execution of the new agreement.
RESULT:	**PASSED**
MOVED BY:	Benefield
SECONDED BY:	Anderson
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

APPROVAL OF POLICY POL-GG-2026-1: COMMITTEE TRAINING GUIDELINES POLICY

The Council reviewed the proposed Committee Training Guidelines Policy, prepared previously by the former Town Manager with attorney review. Members discussed incorporating the policy into the upcoming workshop on committee changes taking effect in January. The Mayor recommended one revision: under Training Format and Schedule, item 3 ("Documentation"), the annual certification statement should remove the phrase "and understand my obligations", since new committee members may still be learning their responsibilities. The Town Attorney agreed, noting the form should simply acknowledge receipt or completion of training materials.

MOTION:	To approve Policy No. GG-22-2026-1 with the recommended revision removing "and understand my obligations" from the certification statemen
RESULT:	**PASSED**
MOVED BY:	Sandlin

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

APPOINTMENT OF MEMBER TO SEAT 2 ON THE ENVIRONMENTAL QUALITY BOARD

MOTION:	To reappoint John Jordan to Seat 2 on the Environmental Quality Board.
RESULT:	**PASSED**
MOVED BY:	Sandlin
SECONDED BY:	Benefield
AYES:	Sandlin, Vogel, Anderson, Benefield, Taylor
NAYS:	

TOWN MANAGER REPORTS

The Town Manager reported that, following the Council's request at the previous meeting, staff met to prepare a high-level analysis of the potential fiscal impact of the proposed statewide homestead exemption increase that will appear on the November ballot. Finance Director John Villanueva explained that the change would not affect the FY 2026 budget but would significantly impact the FY 2027–2028 cycle. Using data from the Clay County Property Appraiser, he noted that under the current 5.95 millage rate, FY 2026 taxable value is projected at $938.5 million, generating an estimated $186,265 increase in ad valorem revenue. If the homestead exemption increase passes, taxable value in FY 2027 would drop to $798 million, resulting in a $611,000 loss in ad valorem revenue in the first year and a $1.1 million loss in the second year—amounting to roughly 12% and 20% of the general fund, respectively. After FY 2028, revenues would stabilize, though future increases would depend on property values and millage decisions. The Mayor asked staff to begin identifying potential service reductions or program cuts that may be necessary if the referendum passes, emphasizing the importance of educating residents. Mr. Villanueva also reported that the Town's health insurance carrier has preliminarily proposed a 58% premium increase, though the plan will be taken to market, as last year's initial 29% proposal ultimately settled at 9%. The Town Manager concluded by noting that Moosehaven's July 4th celebration will be cooler-friendly with no on-site alcohol sales, and that he will be on a previously scheduled vacation through the holiday, with the Finance Director serving in his absence.

TOWN ATTORNEY REPORTS

Attorney Smith thanked the Council for the opportunity to attend and noted that the planned legislative-update presentation would be postponed to the next meeting, when Attorney Hodges returns.

COUNCILMEMBER REPORTS/COMMENTS

During Council member reports, Councilman Vogel thanked staff for their work, noted the upcoming July 4th events—including the Lions Club breakfast at 8:00 a.m. and the veterans'

recognition at Magnolia Cemetery at 9:00 a.m.—and encouraged residents to celebrate safely in the heat. Councilman Anderson also thanked attendees and reminded the public that Moosehaven's July 4th celebration begins with gates opening at 5:00 p.m., with fireworks scheduled around 9:00 p.m.; he also noted Planning & Zoning training scheduled for the following evening and suggested limiting additional tasks for the Finance Director while the budget is being prepared. Councilman Taylor echoed the July 4th safety reminders. Vice-Mayor Benefield added that road closures around Moosehaven will begin around 4:15 p.m., with fireworks expected at approximately 9:15 p.m. Mayor Sandlin reminded the public that the Town Council will meet only once in July, on July 21 at 7:00 p.m., thanked attendees for their participation, and encouraged everyone to enjoy a safe and meaningful celebration of Independence Day.

ADJOURNMENT

Mayor Sandlin adjourned the meeting at 9:27 p.m.

Item No. 7.a

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Finance

Item Title: Ordinance No. 06-26 (Second Reading, Public Hearing and Final Adoption): *Third Amendment to the Fiscal Year 2025-2026 Budget*

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

Financial Impact if Applicable: General Fund (Fund 001) – No impact to fund balance.
Water & Sewer Fund (Fund 405) – Increase to fund balance of $1,139,500.00. If the Town Council approves staff's recommendation to reduce the Water Main Upgrades reduction from $500,000 to $300,000, the increase to fund balance would instead be $939,500.00, and the ordinance would be amended accordingly.

Background Information: Water & Sewer Fund (405)

- **405-60-53300-63016 – Water Main Upgrades**: The Town Manager and the Public Works Director reviewed the current budget for this line item and decided that $500,000 can be removed, based on current needs and conditions.
  - **Fiscal Impact**: Increase to fund balance of $500,000.
  - **Update**: At the June 23, 2026, Town Council meeting, staff recommended reducing the proposed $500,000 budget reduction to the Water Main Upgrades line item to $300,000, leaving $200,000 available to complete water-line rehabilitation work at the water treatment plant to address odor complaints in the Holly Point area. Should the Town Council approve this recommendation, Ordinance No. 06-26 will need to be amended accordingly

- **405-60-53500-65027 – Sceptic to Sewer Conversion**: The Town Manager and the Public Works Director reviewed the current budget for this line item and decided that $500,000 can be removed, based on current needs and conditions.
  - **Fiscal Impact**: Increase to fund balance of $500,000.

- **CIP Transfer of $135,000 from 405-60-53300-63157 (Water Meter Transmitters) to 405-60-53300-63021 (Replace Water Meters):** It was determined that more of the current funding needs to be allocated towards water meter purchases rather than water meter transmitter purchases.
  - **Fiscal Impact**: No effect on fund balance.

- **401-343300 – Service Charges – Water Utility:** The Town Council increased water and sewer rates by eight percent (8%) for the 2025/2026 fiscal year. This increase went into effect in May 2026.

The 2025-2026 budget was based on a five percent (5%) anticipated increase. Truing up the effect of this results in an increase to the budgeted revenue of $64,200.
o **Fiscal Impact**: Increase to fund balance of $64,200.

• **401-343500 – Service Charges – Sewer/Wastewater Utility:** The Town Council increased water and sewer rates by eight percent (8%) for the 2025/2026 fiscal year. This increase went into effect in May 2026. The 2025-2026 budget was based on a five percent (5%) anticipated increase. Truing up the effect of this results in an increase to the budgeted revenue of $75,300.
o **Fiscal Impact**: Increase to fund balance of $75,300.

Insurance Reallocation

• The property, casualty, liability, auto, and workers compensation insurance budgets for the general fund and water and sewer funds need to be adjusted for the actual fourth quarter payment. No extra money is needed. However, funds will need to be reallocated as follows:

$10,000.00 from 402-60-53300-45010 (Insurance-Prop/Casualty/Auto/Liability) to 001-70-51900-45010 (Insurance-Prop/Casualty/Auto/Liability).

$9,600.00 from 406-60-53500-45010 (Insurance-Prop/Casualty/Auto/Liability) to 001-70-51900-45010 (Insurance-Prop/Casualty/Auto/Liability).
o **Fiscal Impact**: No effect on fund balance.

Action Requested: Motion for a second reading, by title only, of Ordinance No. 06-26. Mayor will open and close the public hearing. Following the public hearing, motion to approve Ordinance No. 06-26.

Information Attached:
Ordinance No. 06-26
Exhibit A

ORDINANCE NO.:___06-26____

AN ORDINANCE AMENDING ORDINANCE 15-25 WHICH ADOPTED AND ENACTED THE FINAL BUDGET OF ESTIMATED REVENUES AND EXPENDITURES AND MADE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026 FOR THE THIRD 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 15-25 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
2025-2026 Budget Amendment #3
FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026
Exhibit A, Page 1 of 5

	General Fund	Budget Amendment #3	Amended Budget
Revenues			
Taxes	$7,214,139	$0	$7,214,139
Permits, Fees & Assessments	1,073,000	0	1,073,000
Intergovernmental	1,457,132	0	1,457,132
Charges for Services	2,509,496	0	2,509,496
Fines & Forfeitures	1,384,000	0	1,384,000
Investment Income	286,500	0	286,500
Miscellaneous	68,500	0	68,500
Transfers In	608,492	19,600	628,092
Total Revenues	$14,601,259	$19,600	$14,620,859
Expenditures			
Legislative	$263,397	$0	$263,397
Executive	231,324	0	231,324
Human Resources	77,065	0	77,065
Finance	595,329	0	595,329
Police	4,766,405	0	4,766,405
Code Enforcement	159,594	0	159,594
Fire	3,431,798	0	3,431,798
Ambulance and Rescue Services	122,200	0	122,200
Memorial Day	2,500	0	2,500
Economic and Community Development	267,423	0	267,423
Recreation and Programs	264,363	0	264,363
Facilities Maintenance	1,002,822	0	1,002,822
Equipment Maintenance	216,483	0	216,483
Public Works Administration	1,447,284	0	1,447,284
Streets, Roads, Drainage	933,903	0	933,903
Nondepartmental Government Expenditures	1,912,173	19,600	1,931,773
Transfers Out	0	0	0
Total Expenditures	$15,694,064	$19,600	$15,713,664
Addition To (Use of) Fund Balance	($1,092,804)	$0	($1,092,804)

TOWN OF ORANGE PARK, FLORIDA
2025-2026 Budget Amendment #3
FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026
Exhibit A, Page 2 of 5

	Capital Projects Fund	Budget Amendment #3	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	379,584	0	379,584
Code Enforcement	43,257	0	43,257
Fire	130,000	0	130,000
Ambulance and Rescue Services	238,000	0	238,000
Memorial Day	0	0	0
Economic and Community Development	0	0	0
Recreation and Programs	457,030	0	457,030
Facilities Maintenance	264,809	0	264,809
Equipment Maintenance	0	0	0
Public Works Administration	0	0	0
Magnolia Cemetery	25,000	0	25,000
Streets, Roads, Drainage	2,294,497	0	2,294,497
Nondepartmental Government Expenditures	45,000	0	45,000
Transfers Out	0	0	0
Total Expenditures	$3,877,177	$0	$3,877,177
Addition To (Use of) Fund Balance	($2,290,377)	$0	($2,290,377)

TOWN OF ORANGE PARK, FLORIDA
2025-2026 Budget Amendment #3
FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026
Exhibit A, Page 3 of 5

	Special Revenue Funds	Budget Amendment #3	Amended Budget
Revenues			
Taxes	$1,037,628	$0	$1,037,628
Permits, Fees & Assessments	150,200	0	150,200
Intergovernmental	0	0	0
Charges for Services	0	0	0
Fines & Forfeitures	12,000	0	12,000
Investment Income	7,925	0	7,925
Miscellaneous	0	0	0
Transfers In	0	0	0
Total Revenues	$1,207,753	$0	$1,207,753
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	115,500	0	115,500
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	2,675,333	0	2,675,333
Nondepartmental Government Expenditures	0	0	0
Transfers Out	106,592	0	106,592
Total Expenditures	$2,937,425	$0	$2,937,425
Addition To (Use of) Fund Balance	($1,729,672)	$0	($1,729,672)

TOWN OF ORANGE PARK, FLORIDA
2025-2026 Budget Amendment #3
FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026
Exhibit A, Page 4 of 5

	Water and Sewer	Budget Amendment #3	Amended Budget
Revenues			
Charges for Services	$4,882,500	$139,500	$5,022,000
Intergovernmental	0	0	0
Other Charges	80,000	0	80,000
Miscellaneous	500	0	500
Investment Income	34,900	0	34,900
Total Revenues	$4,997,900	$139,500	$5,137,400
Expenditures			
Water Utility	$939,768	($10,000)	$929,768
Sewer/Wastewater Utility	1,640,528	(9,600)	1,630,928
Stormwater	0	0	0
Water Capital Projects	4,814,071	(500,000)	4,314,071
Sewer Capital Projects	3,589,961	(500,000)	3,089,961
Stormwater Capital Projects	0	0	0
Interest - Customer Deposits	40	0	40
Administrative Charges	529,394	0	529,394
Transfers Out	501,900	19,600	521,500
Total Expenditures	$12,015,663	($1,000,000)	$11,015,663
Addition To (Use of) Fund Balance	($7,017,763)	$1,139,500	($5,878,263)

TOWN OF ORANGE PARK, FLORIDA
2025-2026 Budget Amendment #3
FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026
Exhibit A, Page 5 of 5

	Stormwater	Budget Amendment #3	Amended Budget
Revenues			
Charges for Services	$887,000	$0	$887,000
Intergovernmental	14,637,500	0	14,637,500
Other Charges	0	0	0
Miscellaneous	0	0	0
Investment Income	15,000	0	15,000
Total Revenues	$15,539,500	$0	$15,539,500
Expenditures			
Water Utility	$0	$0	$0
Sewer/Wastewater Utility	0	0	0
Stormwater	596,084	0	596,084
Water Capital Projects	0	0	0
Sewer Capital Projects	0	0	0
Stormwater Capital Projects	19,330,926	0	19,330,926
Interest - Customer Deposits	0	0	0
Administrative Charges	0	0	0
Transfers Out	0	0	0
Total Expenditures	$19,927,010	$0	$19,927,010
Addition To (Use of) Fund Balance	($4,387,510)	$0	($4,387,510)

Item No. 7.b

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Police

Item Title: Ordinance No. 07-26 (Second Reading, Public Hearing and Final Adoption):
Amendment to the Police Officers' Pension Plan to Reduce the Member Contribution Rate

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

Financial Impact if Applicable: The Town of Orange Park's required contribution will increase from 35.02% to 37.94% of the payroll.

Background Information: This draft ordinance amends the Police Officers' Pension Plan for the Town of Orange Park, Florida, to implement a reduction in member contribution rates that was recently negotiated in the Collective Bargaining Agreement (running from October 1, 2023, through September 30, 2026) between the Town and the Fraternal Order of Police, Lodge #144. Specifically, it amends Section 5 of the Plan to cut the standard member contribution rate in half, reducing it from 6.5% to 3.25% of gross earnings. The only exception to this reduction applies to employees who have already reached their maximum 90% pension accrual and are currently contributing at a rate of 3.0%, which will remain unchanged.

Action Requested: Motion for a second reading, by title only, of Ordinance No. 07-26.

Mayor will open and close the public hearing.

Following the public hearing, motion to approve Ordinance No. 07-26.

Information Attached:
Ordinance No. 07-26
Funding Impact Statement
Actuarial Impact Statement

ORDINANCE 07-26

AN ORDINANCE OF THE TOWN OF ORANGE PARK, CLAY COUNTY, FLORIDA, ENACTING INTO LAW AN AMENDMENT TO THE POLICE OFFICERS' PENSION PLAN; ALLOWING FOR THE REDUCTION OF THE MEMBER CONTRIBUTION RATE; PROVIDING FOR CONFLICT, SEVERABILITY AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the police officers of the Town of Orange Park, Florida, are presently provided pension and certain other benefits under Town Code, and

WHEREAS, the Town desires to enact a revision to the Police Officer's Pension Plan (the "Plan") in order to provide for recently negotiated changes to the current Collective Bargaining Agreement for the period of October 1, 2023 through September 30, 2026, as adopted on May 5, 2026 between the Town and the Florida State Lodge Fraternal Order of Police, Inc., Lodge #144., and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF ORANGE PARK:

Section 1. Section 5, Contributions, Paragraph 4, Member contributions, of the Plan is hereby amended as follows:

4. *Member contributions*:

A. Amount. Member contributions shall consist of amounts actually contributed by Members at a rate of not less than six and five-tenths (6.5) percent of gross earnings for employees hired before ~~the Effective Date of this Ordinance~~ June 3, 2014, until employees

reach the greater of the maximum accrual of 90% of average monthly earnings or the total level accrued ~~upon adoption of this Ordinance~~ on June 3, 2014, to be deducted from each Member's earnings effective ~~upon adoption of this Ordinance~~ on June 3, 2014. For employees hired before ~~the Effective Date of this Ordinance~~ June 3, 2014, the contribution shall be reduced to three (3.0) percent of gross earnings once such employees reach the maximum accrual of 90% of average monthly earnings, to be deducted from each Member's earnings effective ~~upon adoption of this Ordinance~~ on June 3,2014. Employees hired on or after ~~the Effective Date of this Ordinance~~ June 3, 2014 shall contribute at a rate of not less than six and five-tenths (6.5) percent of gross earnings, to be deducted from each Member's earnings effective ~~upon adoption of this Ordinance~~ on June 3, 2014, with a maximum accrual of 75% of average monthly earnings. Upon the effective date of the ordinance amending this section, the member contribution rate shall be reduced from six and five-tenths (6.5) percent to three and one-quarter (3.25) percent for all members except those who have reached the maximum accrual of 90% of average monthly earnings and whose contribution rate is currently three (3.0) percent.

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. Effective Date. That this Ordinance shall become effective immediately upon its adoption.

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

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

/s/_____
Mayor

Attest:

/s/_____
Town Clerk

Form approved:

/s/_____
Town Attorney

January 26, 2026

VIA EMAIL

Board of Trustees
Town of Orange Park
Police Officers' Pension Board

Re: Town of Orange Park Police Officers' Retirement System
Funding Impact Associated with Proposed Benefit Change

Dear Board:

As requested, we have performed a special actuarial analysis to determine the individual impact on the plan's funding requirements associated with the benefit change scenarios described below. The combined impact of the scenarios was provided in the special actuarial analysis dated April 22, 2025.

1. Effective October 1, 2025, a flat Member Contribution rate of 3.25% for all Members.

   Currently, the rate is 6.50% (decreasing to 3.00% once a member attains a benefit accrual of 90% of Average Final Compensation).

2. Effective October 1, 2025, a 3.35% benefit accrual rate for all current and future Members, prospectively applied to service earned on and after October 1, 2025.

   Currently, the benefit accrual rate for members hired after November 12, 2012 varies between 3.00% and 3.25%, depending on the hire date.

3. A maximum benefit accrual of 90% for all future retirees.

   Currently, the maximum benefit accrual is 75% for members hired after June 2, 2014.

4. The post-retirement COLA is applicable to all future Normal and Early Retirees.

   Currently, the post-retirement COLA is not payable for members hired after June 2, 2014.

The actuarial impact, determined as of October 1, 2024 (as applicable to the fiscal year ending September 30, 2026) is shown below:

Impact on Contribution Requirement

	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Current
Normal Cost	28.39%	28.79%	28.85%	30.76%	28.45%
Administrative Expenses	4.15%	4.15%	4.15%	4.15%	4.15%
Payment Required to Amortize UAAL	8.04%	8.10%	8.23%	9.15%	8.04%
Minimum Required Contribution	40.58%	41.04%	41.23%	44.06%	40.64%
Member Contributions (Est.)	3.25%	6.30%	6.30%	6.30%	6.30%
Town And State Required Contribution	37.33%	34.74%	34.93%	37.76%	34.34%
State Contribution (Est.)	$171,282	$171,282	$171,282	$171,282	$171,282
% of Projected Annual Payroll	10.07%	10.07%	10.07%	10.07%	10.07%
Town Required Contribution	27.26%	24.67%	24.86%	27.69%	24.27%

Impact on Unfunded Actuarial Accrued Liability (UAAL)

	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Current
UAAL	$1,311,505	$1,321,447	$1,342,551	$1,492,964	$1,312,370
Change in UAAL	$(865)	$9,077	$30,181	$180,594	

The change in UAAL associated with the benefit change was amortized over 15 years.

This analysis is based on the same data, assumptions, and methods as utilized in the October 1, 2024 actuarial valuation except as otherwise noted.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All sections of this report, as well as the October 1, 2024 valuation report, are considered an integral part of the actuarial opinions.

In reviewing the results presented in this study, it should be noted there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2024 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

June 30, 2026

Board of Trustees
Town of Orange Park
Police Officers' Pension Board

Re: Town of Orange Park Police Officers' Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.

2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Enclosure

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The Town of Orange Park is considering the implementation of amended retirement benefits for its False. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The Town of Orange Park is considering the implementation of amended retirement benefits for its False. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

TOWN OF ORANGE PARK
POLICE OFFICERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

June 30, 2026

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required Town Contribution, resulting from the implementation of the following changes:

> Effective upon adoption, the member contribution rate will be reduced from 6.50% to 3.25% (excluding current members whose contribution rate is 3.00% as the result of reaching the 90% of Average Monthly Earnings maximum accrued benefit).

The cost impact, determined as of October 1, 2025, applicable to the fiscal year ending September 30, 2027, is as follows:

	Proposed	Current
Minimum Required Contribution [2]		
% of Projected Annual Payroll	49.52%	49.64%
Member Contributions (Est.)		
% of Projected Annual Payroll	3.23%	6.27%
Town And State Required Contribution		
% of Projected Annual Payroll	46.29%	43.37%
State Contribution (Est.) [1]	$179,502	$179,502
% of Projected Annual Payroll	8.35%	8.35%
Town Required Contribution		
% of Projected Annual Payroll	37.94%	35.02%

[1] Represents the amount received in calendar 2025. Per Ordinance 08-16, the Town may use up to $276,923.73 in annual State Monies to assist with meeting its contribution requirements. Annual State Monies in excess of $276,923.73 will be split 50/50 between the Town as a funding credit and the Membership Share Plan.

TOWN OF ORANGE PARK
POLICE OFFICERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

June 30, 2026

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2025 actuarial valuation report. In performing this Actuarial Impact Statement, we were provided with all necessary information to evaluate the changes. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2025 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2025 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #26-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____
Chairman, Board of Trustees

VALUATION RESULTS

PRINCIPAL VALUATION RESULTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
PARTICIPANT DATA		
Actives	26	26
Service Retirees	30	30
DROP Retirees	0	0
Beneficiaries	1	1
Disability Retirees	3	3
Terminated Vested	14	14
Total	74	74
Projected Annual Payroll	2,028,649	2,028,649
Annual Rate of Payments to:		
Service Retirees	1,175,195	1,175,195
DROP Retirees	0	0
Beneficiaries	34,134	34,134
Disability Retirees	49,451	49,451
Terminated Vested	84,686	84,686
ASSETS		
Actuarial Value (AVA)	25,044,198	25,044,198
Market Value (MVA)	26,719,183	26,719,183
LIABILITIES		
Present Value of Benefits		
Actives		
Retirement Benefits	14,470,576	14,470,576
Disability Benefits	789,725	795,653
Death Benefits	111,825	111,924
Vested Benefits	174,591	174,591
Refund of Contributions	22,828	28,563
Service Retirees	15,357,181	15,357,181
DROP Retirees	0	0
Beneficiaries	491,163	491,163
Disability Retirees	507,636	507,636
Terminated Vested	719,553	719,553
Total	32,645,078	32,656,840

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
LIABILITIES (CONTINUED)		
Present Value of Future Salaries	16,534,348	16,534,348
Present Value of Future Member Contributions	534,059	1,037,365
Normal Cost (Retirement)	439,232	439,232
Normal Cost (Disability)	48,895	49,572
Normal Cost (Death)	9,672	9,683
Normal Cost (Vesting)	19,634	19,633
Normal Cost (Refunds)	5,734	6,802
Total Normal Cost	523,167	524,922
Present Value of Future Normal Costs	3,988,317	3,995,900
Accrued Liability (Retirement)	11,008,503	11,008,503
Accrued Liability (Disability)	446,765	448,864
Accrued Liability (Death)	40,264	40,299
Accrued Liability (Vesting)	76,278	76,278
Accrued Liability (Refunds)	9,418	11,463
Accrued Liability (Inactives)	17,075,533	17,075,533
Share Plan Balances [1]	0	0
Total Actuarial Accrued Liability (EAN AL)	28,656,761	28,660,940
Unfunded Actuarial Accrued Liability (UAAL)	3,612,563	3,616,742
Funded Ratio (AVA / EAN AL)	87.39%	87.38%

ACTUARIAL PRESENT VALUE OF ACCRUED BENEFITS

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
Vested Accrued Benefits		
Inactives	17,075,533	17,075,533
Actives	7,702,088	6,892,858
Member Contributions	123,676	932,906
Total	24,901,297	24,901,297
Non-vested Accrued Benefits	493,055	493,055
Total Present Value Accrued Benefits (PVAB)	25,394,352	25,394,352
Funded Ratio (MVA / PVAB)	105.20%	105.20%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	0	

CONTRIBUTION REQUIREMENTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
Applicable to Fiscal Year Ending	9/30/2027	9/30/2027
CALCULATION OF CONTRIBUTION REQUIREMENT [2]		
Normal Cost (with interest)	$572,648	$574,569
% of Projected Annual Payroll	26.65	26.74
Administrative Expenses (with interest)	86,621	86,621
% of Projected Annual Payroll	4.03	4.03
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 15 years (as of 10/1/2025, with interest)	404,882	405,344
% of Projected Annual Payroll	18.84	18.87
Minimum Required Contribution	1,064,151	1,066,534
% of Projected Annual Payroll	49.52	49.64
Expected Member Contributions	69,398	134,800
% of Projected Annual Payroll	3.23	6.27
Expected City and State Contribution	994,753	931,734
% of Projected Annual Payroll	46.29	43.37

[1] The asset values and liabilities include accumulated Share Plan Balances as of 9/30/2025.

[2] Contributions developed as of 10/1/2025 displayed above have been adjusted to account for assumed salary increases (5.91%) and interest. Contributions developed as of 10/1/2025 are expressed as a percentage of Projected Annual Payroll at 10/1/2026 of $2,148,542.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives*:*

Female: PubS-2010 for Employees
Male: PubS-2010 for Employees, set forward 1 year

Healthy Retiree Lives*:*

Female: PubS-2010 for Healthy Retirees
Male: PubS-2010 for Healthy Retirees, set forward 1 year

Beneficiary Lives*:*

Female: PubG.H-2010 for Healthy Retirees
Male: PubG.H-2010 for Healthy Retirees, set back 1 year

Disabled Lives*:*

Female: PubG.H-2010 for Disabled Retirees, set forward 1 year
Male: PubG.H-2010 for Disabled Retirees

All rates are projected generationally with Mortality Improvement Scale MP-2021. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2024 FRS valuation report for special-risk employees.

Previously, the following rates were used:

Healthy Active Lives:

Female: PubS.H-2010 (Below Median) for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.
Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives were projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

Interest Rate

6.70% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0-1	8.00%
2-5	7.00%
6+	5.00%

The rates are based on an Experience Study dated July 22, 2025. Previously, the following rates were used.

Salary Scale	
Service	Rate
0-4	6.50%
5+	4.50%

Final Year Salary Load

Years of Credited Service as of October 1, 2013	Assumption
Less than 5 years	No Load
5-10 years	10.0%
10 or more years	20.0%

This assumption was developed based on estimated eligible loads as of October 1, 2013.

Payroll Growth	None.
Administrative Expenses	Average of actual expenses incurred in the prior two fiscal years.
Amortization Method	New UAAL amortization bases are amortized over 15 years; the amortization payment is subject to a minimum based on a 30-year amortization of the UAAL, if the UAAL is positive, in order to comply with Actuarial Standard of Practice No. 4. Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.
Funding Method	Entry Age Normal Cost Method. The following loads are applied for determining the minimum required contribution: Interest - A half year Salary - A full year Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation. The normal cost accrual rate equals: (i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by (ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age. In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation. The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future.

	Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.
Asset Valuation Method	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.
Cost-of-Living Adjustment	2.50% per year beginning at age 55 for eligible Members. This is consistent with the long-term inflation rate assumption, as provided by the plan's investment consultant.
Termination Rates	

% Terminating During the Year	
Service	Rate
0-2	8.0%
3-5	12.0%
6-9	5.5%
10+	0.0%

The rates are based on an Experience Study dated July 22, 2025. Previously, the following rates were used.

% Terminating During the Year	
Service	Rate
0-4	7.0%
5-9	5.5%
10+	0.0%

Disability Rates

% Becoming Disabled During the Year	
Age	Rate
20	0.14%
25	0.15%
30	0.18%
35	0.23%
40	0.30%
45	0.51%
50	1.00%
55	1.55%
60+	2.09%

75% of disablements are assumed to be service-related. The rates were reviewed with an Experience Study dated July 22, 2025.

Normal and Early Retirement

Age	% Retiring During the Year Service			
	10-24	25	26	27+
45-49	0%	50%	100%	100%
50-51	10%	50%	100%	100%
52-54	10%	10%	0%	100%
55-56	0%	0%	0%	100%
57-60	50%	0%	0%	100%
61+	100%	0%	0%	100%

The rates are based on an Experience Study dated July 22, 2025. Previously, the following rates were used.

Age	% Retiring During the Year Service			
	10-24	25	26-27	28+
45-49	0%	50%	100%	100%
50-51	5%	50%	100%	100%
52-54	5%	0%	0%	100%
55-56	0%	0%	0%	100%
57+	100%	0%	0%	100%

Marriage Assumption

100% of participants are assumed to be married, with males 3 years older than females.

PLAN PROVISIONS

Most Recent Plan Amendment	Ordinance No. 01-21
Effective Date	
Original Plan	January 7, 1975
Latest Amendment	May 19, 2023
Eligibility	Full time sworn Police Officers from date of employment, including probationary period. Mandatory as a condition of employment.
Credited Service	Years and completed months of uninterrupted service with the Town as a Police Officer.
Earnings	Cash remuneration for services rendered to the Town as a Police Officer in the form of base pay, overtime pay, commissions, and bonuses, and including certain hours of accrued sick leave and vacation pay as of March 24, 2015. Effective March 24, 2015, overtime is limited to 300 hours per Member per year. No hours of unused sick and vacation leave earned after March 24, 2015 shall be considered as Earnings.
Average Monthly Earnings	One-twelfth of the arithmetic average of earnings for the five (5) highest years of service of the ten (10) years immediately preceding retirement or termination. For Members hired prior to June 3, 2014, Average Monthly Earnings shall not be less than the amount determined using the three (3) highest years of service of the last ten (10) years immediately preceding June 3, 2014.

Accrued Benefit

The accrued benefit is a percentage of Average Monthly Earnings, based on the following accrual rates:

Hire Date	Applicable Credited Service	Accrual Rate
Before 11/13/12	Prior to 11/13/12	3.75%
	11/13/12-6/2/14	3.50%
	On or after 6/3/14	3.35%
Between 11/13/12 and 6/2/14	All years of Credited Service	3.25%
Between 6/3/14 and 5/2/16	All years of Credited Service	3.20%
On and After 5/3/16	All years of Credited Service	3.00%

Maximum Benefit Accrual

Hired before 6/3/14: 90% of Average Monthly Earnings, but not less than the percentage accrued as of June 3, 2014.

Hired after 6/2/14: 75% of Average Monthly Earnings.

Normal Retirement

Date: Earlier of age 55 and 10 years of Credited Service or age 52 and 25 years of Credited Service.

Benefit: Unreduced accrued benefit.

Supplement: $200 per month at Normal Retirement; $100 per month for Members hired after 11/13/12.

Form of Benefit: Ten Year Certain and Life Annuity (options available).

Early Retirement

Eligibility: Age 45 and 10 Years of Credited Service.

Benefit: Accrued benefit (excluding the $200 supplement), reduced 3.0% for each year that Early Retirement precedes Normal Retirement.

Supplemental Benefit

Each Member hired prior to November 13, 2012 who retires under Normal retirement shall receive an additional $200 per month payable for life. For Members hired on or after November 13, 2012 the additional benefit shall be $100 per month payable for life.

Cost-of-Living Adjustments	Up to 3% per year beginning at Age 55 for Members retiring under Normal or Early Retirement. Beneficiaries of Retirees otherwise eligible for COLAs shall receive applicable adjustments beginning on what would have been the Retiree's 55th birthday. No COLAs are payable to Members hired after June 3, 2014.
Member Contribution Rate	6.5% of Earnings. For Members hired prior to June 3, 2014, the rate reduces to 3.0% of Earnings once the accrued benefit reaches 90% of Average Monthly Earnings.
Town Contributions	Amount required after Member contributions and State premium tax refunds in order to pay current costs and amortize unfunded past service cost, if any, over a period not exceeding 30 years.
Vesting (Termination of Employment)	
Less than 5 Years	Refund of Member Contributions.
5 Years or More	Accrued pension payable at Normal Retirement Date.
Disability	
Eligibility	Total and permanent; Medical proof required. Non-service connected requires 10 years of service.
Waiting Period	Until sick pay and accrued vacation pay expires.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	
Service Connected	50% of pay on date of disability.
Non-Service Connected	25% of pay on date of disability.
Minimum Benefit	2.0% of Average Monthly Earnings times years of Credited Service.
Duration	Benefit payable for life, with 120 monthly payments guaranteed, or until recovery, as determined by the Board. Optional forms available.

Benefit Offsets	If the 50% or 25% or 2% Minimum of pay benefit plus all Primary and Family Social Security benefits and/or all regular or periodic payments under Worker's Compensation exceeds 100% of Average Monthly Earnings on the date of disability, the Plan benefit will be reduced so that the sum of all such payments equal 100% of Average Monthly Earnings.
Pre-Retirement Death Benefit	**Service Connected:** *Married:* 50% of pay on date of death, payable to spouse for life. *Not married:* 15% of pay on date of death to each unmarried child. Benefits for non-student children end at the earlier of death, age 18, or marriage. Benefits for student-children end at the earlier of death, age 22, or marriage. **Non-Service:** *Married, vested with 10 or more years of service:* Accrued Benefit, payable to spouse for life at the Normal Retirement Date, or immediately, actuarially reduced.
Minimum Benefit	2.0% of Average Monthly Earnings times years of Credited Service.
Death After Retirement	Benefit payable in accordance with optional form of pension selected at time of retirement.
Board of Trustees	a. Two Town residents appointed by the Town Council. b. Two Police Officers elected by a majority of Police Officers. c. A fifth member elected by the Board and appointed (as a ministerial duty) by the Town Council.
Deferred Retirement Option Plan Eligibility	Same as requirements for Normal Retirement.
Participation	Not to exceed 60 months.
Rate of Return	Equal to Fund's net-of-fees investment performance, credited quarterly.
Distribution	Lump sum at termination of employment.

Supplement Benefit

Annual Crediting	50% of annual Chapter 185 Premium tax revenues received by the Town in excess of $276,923.73 shall be allocated based on a credited service methodology.
Investment earnings	Eligible Share Accounts shall be credited or debited based on the Plan's net-of-fees investment performance.
Vesting	100% upon completion of ten years of Credited Service, unless eligible for payment of benefits upon termination of employment.
Eligibility for Distribution	Upon commencement of retirement benefits.

Item No. 7.c

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Finance

Item Title: Resolution No. 17-26 (Public Hearing): *Amendment to the Five-Year Capital Improvement Plan*

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

Financial Impact if Applicable: Increase to fund balance of $1,000,000. If the Town Council approves staff's recommendation to reduce the Water Main Upgrades reduction from $500,000 to $300,000, the increase to fund balance would instead be $800,000, and the resolution would be amended accordingly.

Background Information:

In compliance with the Town of Orange Park Charter, the five-year Capital Improvement Plan (CIP) was adopted by the Orange Park Town Council on June 24, 2025, and later amended on January 6, 2026, and on April 7, 2026. The CIP is being amended again to include budget amendments that are being made in the 2025-2026 Budget Amendment #3, which is on the Town Council meeting agenda for July 21, 2026.

Water & Sewer Fund (405)

- **405-60-53300-63016 – Water Main Upgrades:** The Town Manager and the Public Works Director reviewed the current budget for this line item and decided that $500,000 can be removed, based on current needs and conditions.

  - **Fiscal Impact:** Increase to fund balance of $500,000.
  - **Update**: At the June 23, 2026, Town Council meeting, staff recommended reducing the proposed $500,000 budget reduction to the Water Main Upgrades line item to $300,000, leaving $200,000 available to complete water-line rehabilitation work at the water treatment plant to address odor complaints in the Holly Point area. Should the Town Council approve this recommendation, Resolution No. 17-26 will need to be amended

accordingly.

- **405-60-53500-65027 – Sceptic to Sewer Conversion:** The Town Manager and the Public Works Director reviewed the current budget for this line item and decided that $500,000 can be removed, based on current needs and conditions.

    - **Fiscal Impact:** Increase to fund balance of $500,000.

- **CIP Transfer of $135,000 from 405-60-53300-63157 (Water Meter Transmitters) to 405-60-53300-63021 (Replace Water Meters):** It was determined that more of the current funding needs to be allocated towards water meter purchases rather than water meter transmitter purchases.

    - **Fiscal Impact:** No effect on fund balance.

Action Requested: *THE MAYOR OPENS AND CLOSES THE PUBLIC HEARING.*

Following the public hearing, a motion to approve Resolution No. 17-26.

Information Attached:
Resolution No. 17-26
Exhibit A: 2025-2026 AMENDED #3 5 Year Capital Improvement Plan

RESOLUTION NO.: 17-26

A RESOLUTION OF THE TOWN COUNCIL OF ORANGE PARK AMENDING A FIVE-YEAR CAPITAL PROGRAM FOR FISCAL YEARS 25-26 THROUGH 29-30; PROVIDING AN IMMEDIATE EFFECTIVE DATE

WHEREAS, the Town Charter provides that the Town Council of Orange Park shall adopt a five-year capital program on an annual basis; now therefore,

BE IT RESOLVED by the Town Council of Orange Park that:

Section 1. Amendment of Five-Year Capital Program. The Five-Year Capital Program for Fiscal Years 2025-2026 through 2029-2030 attached as Exhibit "A" is hereby amended.

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

Passed on this 21st Day of July 2026.

_____
Mayor

ATTEST:

_____
Town Clerk

FORM APPROVED:

_____
Town Attorney

EXHIBIT A

Amended Five Year Capital Improvement Plan
Fiscal Years 2025/2026 – 2029/2030

Town of Orange Park

Adopted Five Year Capital Improvement Plan

Fiscal Years 2025/2026 – 2029/2030

Adopted 6/24/2025 : Amended 7/21/2026

Submitted by: Gary Goble, Interim Town Manager

Submitted to: Winnette Sandlin, Mayor
Doug Benefield, Vice-Mayor
Randy Anderson, Councilman
Glenn Taylor, Councilman
Kenneth Vogel, Councilman

TOWN of ORANGE PARK
Closer To What Matters

OFFICE OF THE
TOWN MANAGER

To: Mayor and Town Council
From: William R. Whitson, Interim Town Manager
Subject: Capital Improvement Plan (CIP)
Date: May 30, 2025

Attached for your review, amendment and adoption is a Five-Year Capital Improvement Plan (CIP) for the Sales Tax, Gas Tax, Water/Sewer, and Stormwater Capital Improvement Funds. This CIP has been prepared in accordance with the Town Charter and includes proposed Capital expenditures and funding sources for the next five (5) years.

Sales Tax Fund

Sales Tax Revenue comes from taxes collected on the sale of goods in Clay County. The Town's current disbursement for sales tax revenue is based on the Town's percentage of the total County population. As the County continues to grow, the Town's percentage of population will decrease. Green Cove Springs has surpassed the Town as the largest incorporated area.

	Population Estimate 2024	% of Total
Unincorporated	214,616	90.799%
Green Cove Springs	10,270	4.345%
Orange Park	9,171	3.880%
Keystone Heights	1,473	0.623%
Penney Farms	835	0.353%
Clay County	236,365	100%

The revenue is expected to be approx. $1.49 million for the next few years plus a small amount of interest earnings and known grant revenue. These revenues can be spent on capital items that have a life span of greater than 5 years or a cost of more than $5,000.

The expenditures are spread out over the 5-year period to maximize the revenue each year and leave a balance of less than $1,000 at the end of 5 years.

The expenditures in this fund focus on parks, police vehicles & equipment, replacement of the Fire Department ladder truck (Please note our discussions regarding potential for additional funds) and the re-chassis of both EMS vehicles. We are also including the ongoing tree program, and IT infrastructure upgrades. There are some smaller equipment purchases in Public Works. Streets projects have mostly been shifted to the Gas Tax Fund. However, reconstruction of Smith and Stiles remains in this fund.

Gas Tax Fund

Gas Tax revenue comes from two different taxes paid on the sale of gasoline by non-electric vehicle owners. This revenue can only be spent on transportation related items.

The Town's disbursement for both Gas Taxes is through the statutory formula. The distribution for the 2025 calendar year is provided in the table below.

	Local 6 Cents% FS 336.025(1)(a)	**Local 5 Cents % Section 336.025(1)(b)**
Clay County	78.42419%	82.960000%
Orange Park	15.12673%	12.150000%
Green Cove Springs	4.78524%	3.4300000%
Keystone Heights	1.23741%	.9700000%
Penney Farms	0.42643%	0.4900000%
	100.0000%	100.0000%

The statutory formulas for the two fuel taxes <u>are not</u> based on population. They are based on the expenditures toward transportation over the last five years. These totals are then compared to the other Clay County governments, and the respective percentages spent by each agency are disbursed. As the County continues to grow, the Town's percentage of transportation expenditures could decrease.

The transportation expenditures in this fund are focused on street reconstruction projects, street resurfacing projects, sidewalks town wide, and signage. Since 2017, the Town has invested in the reconstruction or resurfacing of 47 streets, or about 41% of eligible streets. This plan includes an updated pavement condition study. The last full study was conducted before this was back in 2012; staff have been updating the map internally since that time. Street reconstruction continues in this 5-year window with seven (7) projects, but the resurfacing will be temporarily suspended while the study or assessment is being conducted.

Water & Sewer Fund

The revenue for water and sewer capital improvements comes from the rate payers in the Town's system. These same revenues are used for the operating costs and the reserves within the fund including any available carry forward funding from projects that were not completed or came in under budget. For that reason, only the needed amount of revenue is budgeted for capital improvements. The remainder of the funds are allocated for the other two (2) uses.

The Water and Sewer Capital budget includes funds to rebuild water and sewer lines and manholes while major street reconstruction is underway.

The continued conversion of water meters to a cellular read system is included in all five years. This will bring added efficiency instead of the current drive-by radio read system.

The ongoing replacement of lift stations will continue once the new Data Flow software has been deployed. Other items included in the plan tend to be routine or ongoing in nature like relining of pipes or replacement of older fire hydrants. In addition, we will re-line/rehab the sewer holding tanks which are in need of replacement.

Stormwater Fund

The revenue for stormwater capital improvements comes from the rate payers in the Town's system. These same revenues are used for the operating costs and the reserves. For that reason, only the needed amount of revenue is budgeted for capital improvements. The remainder of the fund is allocated for the other two uses.

Prior to February 2024, the stormwater fee generated $399,000 each year. The Town Council took seriously the desire to expand for an additional maintenance crew and to begin budgeting for the design of stormwater projects by increasing the rates this year. The new projected revenue is $887,000 per year. The increase will be expended on items such as increased maintenance and monitoring programs and the Johnson Slough project.

In order to fund the proposed improvements, Council requested additional information about borrowing funds or pursuing grants. The Town is actively pursuing financing/borrowing options needed for the Town's $7 million match of a $14 million FDEP grant for culvert improvements in the Nelson Drive area.

What's Not Included

While nearly all Department Head requests were honored (timing may have shifted to balance each year), some items were removed or delayed so that priority items could be funded. These removed items need further study or may be good candidates for future grant funding or low interest State revolving loan programs. Reductions and movement of projects was necessary to balance the funds and reduce requests from wants to essential needs that would balance all the funds.

Fund 306- Sales Tax Projects

- Reduced OPAA Lighting from $150k to 100k in FY25/26
- Football field Lighting Moved $100k from FY26/27 to FY27/28
- Pond Improvements at Clarke Park Moved $50k from FY26/27 to FY27/28
- Skate Park Shade Structure Moved $15k from FY25/26 to FY26/27
- BMX Trail Moved $75k from FY26/27 to FY28/29
- Town Hall Park Improvements Moved $10k from FY26/27 to FY28/29; Moved $40k from FY25/26 to FY27/28; Moved $40k from FY26/27 to FY29/30
- Concept Plan Moved $12k from FY25/26 to FY26/27
- Bradley Park Bathroom Improvements Removed $160k from FY25/26
- TC Miller Improvements Removed $50k from FY26/27
- Stowe Ave. Improvements Moved $50k from FY25/26 to FY26/27
- Stowe Ave. Park Const. Moved $250k from FY26/27 to FY27/28; Moved $250k from FY26/27 to FY27/28; moved $500k from FY26/27 to FY29/30
- Fire Station Kitchen Cabinet Replacement Moved $20k from FY25/26 to FY26/27
- Town Hall Fountain Moved $35k from FY25/26 to FY26/27
- Town Hall Kitchen upgrade Moved $12k from FY25/26 to FY27/28
- Tree Improvement Program removed $65k in FY 25/26 cut $15k from each year FY27/28 to FY29/30
- Replace Vehicle Lifts Moved $30k from FY25/26 to FY 28/29
- Removed $26k from Columbarium from FY25/26- Explore if Project could be funded by Cemetery trust fund
- Stiles Ave. (East & West) Moved $400k from FY25/26 to FY26/27
- Smith Street Moved $400k from FY26/27 to FY27/28
- Arrow Board truck Moved $32.5k from FY25/26 to FY26/27
- Police Dept. back up PC host replacement reduced from $60k to $45K in FY25/26

302 Gas Tax CIP

- Reduced replacement of broken sidewalk projects from $90k to $64k in FY27/28

405 Water & Sewer CIP

- Replace Old Water Mains Reduced from $800k to $500k in FY25/26
- Inspection & Lining of Aging Sewer Lines Reduced from $200k to 0 in FY25/26
- Rehab of Aging Lift Stations Reduced from $650k to $550k in FY25/26
- Surge Tank Rehabilitation Reduced from $525k to 425k in FY25/26

425 Stormwater Projects

- St. John Bank Stabilization project lowered from $525k to 0 in FY25/26 - due to grant

Closing

The Sales Tax, Gas Tax and Water & Sewer Funds have solid revenue streams. While more revenue would certainly improve our ability to complete desired projects, the basic operations and needed purchases are covered. The Stormwater Fund is improving but additional funding will be needed for future capital projects especially in light of the Johnson Slough project and any upstream efforts.

Should the Town Council decide to fund priorities not listed in this plan, staff will make recommendations on items that could be reduced or moved without causing long-term deficiencies.

Per the Town Charter, Council must adopt the CIP before the end of June. The public hearing for final adoption is scheduled for Tuesday, June 24 at 7:00 p.m.

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Town of Orange Park
Five Year Projected Capital Program
Fiscal Years 2025-2026 Through 2029-2030

	2024-2025 Current Budget	2024-2025 Estimate	2025-2026 Fiscal Year	2026-2027 Fiscal Year	2027-2028 Fiscal Year	2028-2029 Fiscal Year	2029-2030 Fiscal Year
Infrastructure Sales Tax Fund 306							
Beginning Balance	$3,226,909	$3,226,909	$329,154	$369,154	$112,154	$4,654	$129,454
Revenues							
- Local Option Sales Tax	$1,383,000	$1,425,000	$1,492,000	$1,492,000	$1,492,000	$1,492,000	$1,492,000
- Interest	50,000	104,666	94,800	94,800	94,800	94,800	94,800
- Contributions	0	0	0	0	0	0	0
- Transfers In - General Fund	0	0	0	0	0	0	0
- Transfers In - Sanitation Fund	0	0	0	0	0	0	0
- Grants	0	0	0	0	0	0	0
Total Funds Available	$4,659,909	$4,756,575	$1,915,954	$1,955,954	$1,698,954	$1,591,454	$1,716,254
Expenditures	$4,427,421	$4,427,421	$1,546,800	$1,843,800	$1,694,300	$1,462,000	$1,626,000
Transfers to Other Funds	$0	$0	$0	$0	$0	$0	$0
Projected Fund Balance End of Year		$329,154	$369,154	$112,154	$4,654	$129,454	$90,254
Change In Fund Balance		($2,897,755)	$40,000	($257,000)	($107,500)	$124,800	($39,200)
Gas Tax Fund 302							
Beginning Balance	1,624,994	1,624,994	655,416	222,044	186,672	300	79,928
Revenues							
- Gas Tax	$673,000	$686,706	$662,280	$662,280	$662,280	$662,280	$662,280
- Additional 5 Cent Gas Tax	$424,000	$397,901	$375,348	$375,348	$375,348	$375,348	$375,348
Total Funds Available	$2,721,994	$2,709,601	$1,693,044	$1,259,672	$1,224,300	$1,037,928	$1,117,556
Expenditures	$2,054,185	$2,054,185	$1,471,000	$1,073,000	$1,224,000	$958,000	$790,000
Projected Fund Balance End of Year		$655,416	$222,044	$186,672	$300	$79,928	$327,556
Change In Fund Balance		($969,578)	($433,372)	($35,372)	($186,372)	$79,628	$247,628
Water and Sewer Fund 405							
Revenues							
- Water & Sewer Sales	$6,148,392	$6,148,392	$3,727,500	$3,651,500	$3,368,500	$3,138,500	$3,210,500
Total Revenues	$6,148,392	$6,148,392	$3,727,500	$3,651,500	$3,368,500	$3,138,500	$3,210,500
Expenditures	$6,148,392	$6,148,392	$3,727,500	$3,651,500	$3,368,500	$3,138,500	$3,210,500
Stormwater Fund 425							
Beginning Balance	$2,765,074	$2,765,074	$641,794	$780,861	$320,161	$268,797	$168,132
Revenues							
- Stormwater Fees	$886,974	$886,974	$887,000	$887,000	$887,000	$887,000	$887,000
- Interest	5,000	15,000	15,000	15,000	15,000	15,000	15,000
- Other	0	78,750	0	0	0	0	0
- Loan Proceeds	0	0	14,000,000	0	0	0	0
- Grants	0	149,745	637,500	611,925	650,000	0	0
Total Funds Available	$3,657,048	$3,895,543	$16,181,294	$2,294,786	$1,872,161	$1,170,797	$1,070,132
Expenditures							
- Operating	$588,769	$588,769	$606,432	$624,625	$643,364	$662,665	$682,545
- Capital	4,807,914	2,664,980	14,794,000	1,350,000	960,000	340,000	400,000
Total Expenditures	$5,396,683	$3,253,749	$15,400,432	$1,974,625	$1,603,364	$1,002,665	$1,082,545
Transfers to Other Funds	$0	$0	$0	$0	$0	$0	$0
Projected Carryforward End of Year		$641,794	$780,861	$320,161	$268,797	$168,132	($12,413)
Change In Fund Balance		($2,123,280)	$139,068	($460,700)	($51,364)	($100,665)	($180,545)

Town of Orange Park, FL

CAPITAL IMPROVEMENT PLAN - Sales Tax Projects

Expense Account Summary

For Fiscal 2025-2026 through 2029-2030

		2024-2025 Original Budget	2024-2025 Current Budget	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Fund: 306 - SALES TX CAP PROJCTS FUND								
Department: 10 - ADMINISTRATION								
Activity: 57200 - RECREATION AND PROGRAMS								
306-10-57200-63087	OPAA IMPROVEMENTS	250,000.00	272,251.67	**150,000.00**	**100,000.00**	**580,000.00**	**166,000.00**	**575,000.00**
306-10-57200-63096	GANO PARK IMPROVEMENTS	0.00	62,445.00	**0.00**	**20,000.00**	**25,000.00**	**60,000.00**	**60,000.00**
306-10-57200-63097	CLARKE PROP IMPROVEMENTS	40,000.00	40,000.00	**60,000.00**	**50,000.00**	**100,000.00**	**60,000.00**	**80,000.00**
306-10-57200-63099	SKATE PARK	0.00	12,150.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
306-10-57200-63128	TOWN HALL PARK IMPROVEMENTS	12,000.00	13,500.00	**0.00**	**22,000.00**	**40,000.00**	**10,000.00**	**40,000.00**
306-10-57200-63162	BRADLEY PARK IMPROVEMENTS	0.00	81,935.38	**0.00**	**0.00**	**0.00**	**250,000.00**	**0.00**
	Activity: 57200 - RECREATION AND PROGRAMS Total:	**302,000.00**	**482,282.05**	**210,000.00**	**192,000.00**	**745,000.00**	**546,000.00**	**755,000.00**
	Department: 10 - ADMINISTRATION Total:	**302,000.00**	**482,282.05**	**210,000.00**	**192,000.00**	**745,000.00**	**546,000.00**	**755,000.00**
Department: 30 - POLICE								
Activity: 52100 - POLICE								
306-30-52100-64000	MACHINERY & EQUIPMENT	165,400.00	179,742.12	**246,300.00**	**194,300.00**	**202,300.00**	**176,000.00**	**176,000.00**
	Activity: 52100 - POLICE Total:	**165,400.00**	**179,742.12**	**246,300.00**	**194,300.00**	**202,300.00**	**176,000.00**	**176,000.00**
Activity: 52400 - CODE ENFORCEMENT								
306-30-52400-64001	VEHICLES	50,000.00	50,000.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Activity: 52400 - CODE ENFORCEMENT Total:	**50,000.00**	**50,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 30 - POLICE Total:	**215,400.00**	**229,742.12**	**246,300.00**	**194,300.00**	**202,300.00**	**176,000.00**	**176,000.00**
Department: 40 - FIRE								
Activity: 52200 - FIRE								
306-40-52200-64000	MACHINERY & EQUIPMENT	20,000.00	20,000.00	**80,000.00**	**60,000.00**	**0.00**	**0.00**	**0.00**
306-40-52200-64001	VEHICLES	0.00	0.00	**50,000.00**	**50,000.00**	**0.00**	**350,000.00**	**500,000.00**
	Activity: 52200 - FIRE Total:	**20,000.00**	**20,000.00**	**130,000.00**	**110,000.00**	**0.00**	**350,000.00**	**500,000.00**
Activity: 52600 - AMBULANCE & RESCUE SERVICES								
306-40-52600-64000	MACHINERY & EQUIPMENT	0.00	0.00	**38,000.00**	**120,000.00**	**0.00**	**0.00**	**0.00**
306-40-52600-64001	VEHICLES	0.00	0.00	**200,000.00**	**0.00**	**0.00**	**250,000.00**	**0.00**
	Activity: 52600 - AMBULANCE & RESCUE SERVICES Total:	**0.00**	**0.00**	**238,000.00**	**120,000.00**	**0.00**	**250,000.00**	**0.00**
	Department: 40 - FIRE Total:	**20,000.00**	**20,000.00**	**368,000.00**	**230,000.00**	**0.00**	**600,000.00**	**500,000.00**
Department: 60 - PUBLIC WORKS								
Activity: 51910 - FACILITIES MAINTENANCE								
306-60-51910-63113	IMPROVEMENTS - BUILDINGS	0.00	0.00	**50,000.00**	**95,000.00**	**12,000.00**	**0.00**	**0.00**
306-60-51910-62010	IMPROVEMENTS - TREE PROGRAM	70,000.00	101,770.54	**40,000.00**	**50,000.00**	**130,000.00**	**50,000.00**	**50,000.00**
306-60-51910-64000	MACHINERY & EQUIPMENT	86,000.00	95,237.34	**25,000.00**	**0.00**	**17,000.00**	**0.00**	**17,000.00**
306-60-51910-64001	VEHICLES	0.00	0.00	**46,000.00**	**0.00**	**48,000.00**	**0.00**	**50,000.00**
	Activity: 51910 - FACILITIES MAINTENANCE Total:	**156,000.00**	**197,007.88**	**161,000.00**	**145,000.00**	**207,000.00**	**50,000.00**	**117,000.00**

Town of Orange Park, FL

CAPITAL IMPROVEMENT PLAN - Sales Tax Projects

Expense Account Summary

For Fiscal 2025-2026 through 2029-2030

		2024-2025 Original Budget	2024-2025 Current Budget	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Activity: 51920 - EQUIPMENT MAINTENANCE								
306-60-51920-64000	MACHINERY & EQUIPMENT	150,000.00	150,000.00	**0.00**	**30,000.00**	**30,000.00**	**30,000.00**	**0.00**
	Activity: 51920 - EQUIPMENT MAINTENANCE Total:	**150,000.00**	**150,000.00**	**0.00**	**30,000.00**	**30,000.00**	**30,000.00**	**0.00**
Activity: 53900 - MAGNOLIA CEMETERY								
306-60-53900-62010	IMPROVEMENTS	0.00	7,090.78	**25,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Activity: 53900 - MAGNOLIA CEMETERY Total:	**0.00**	**7,090.78**	**25,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
Activity: 54100 - STREETS, ROADS, DRAINAGE								
306-60-54100-62000	BUILDINGS	100,000.00	108,000.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
306-60-54100-63051	PAVING,DRAINAGE,CURB GUTT	845,000.00	2,068,342.14	**400,000.00**	**800,000.00**	**400,000.00**	**0.00**	**0.00**
306-60-54100-63054	SIDEWALK IMPROVEMENTS	55,000.00	55,000.00	**45,000.00**	**60,000.00**	**60,000.00**	**60,000.00**	**60,000.00**
306-60-54100-63156	REHAB TRAFFIC SIGNAL MAST ARMS	14,000.00	28,000.00	**14,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
306-60-54100-63159	STORMWATER CONSERVATION LAND ACQUISITION	0.00	4,929.22	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
306-60-54100-63160	HMGP & GRANT LEVERAGE STORMWATER	0.00	144,982.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
306-60-54100-63161	MILWAUKEE SIDEWALK	750,000.00	848,657.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
306-60-54100-64000	MACHINERY & EQUIPMENT	70,000.00	70,000.00	**32,500.00**	**157,500.00**	**18,000.00**	**0.00**	**18,000.00**
	Activity: 54100 - STREETS, ROADS, DRAINAGE Total:	**1,834,000.00**	**3,327,910.36**	**491,500.00**	**1,017,500.00**	**478,000.00**	**60,000.00**	**78,000.00**
	Department: 60 - PUBLIC WORKS Total:	**2,140,000.00**	**3,682,009.02**	**677,500.00**	**1,192,500.00**	**715,000.00**	**140,000.00**	**195,000.00**
Department: 70 - NON DEPARTMENT								
Activity: 51900 - NON DEPARTMENTAL GOV EXPENDITURES								
306-70-51900-64000	MACHINERY & EQUIPMENT	0.00	13,388.00	**45,000.00**	**35,000.00**	**32,000.00**	**0.00**	**0.00**
	Activity: 51900 - NON DEPARTMENTAL GOV EXPENDITURES Total:	**0.00**	**13,388.00**	**45,000.00**	**35,000.00**	**32,000.00**	**0.00**	**0.00**
	Department: 70 - NON DEPARTMENT Total:	**0.00**	**13,388.00**	**45,000.00**	**35,000.00**	**32,000.00**	**0.00**	**0.00**
	Total Fund 306 Expenses	**$2,677,400.00**	**$4,427,421.19**	**$1,546,800.00**	**$1,843,800.00**	**$1,694,300.00**	**$1,462,000.00**	**$1,626,000.00**

PROJECT DESCRIPTIONS

Fund: 306 - SALES TX CAP PROJCTS FUND		
Department: 10 - ADMINISTRATION		
Activity: 57200 - RECREATION AND PROGRAMS		
306-10-57200-63087	OPAA IMPROVEMENTS	**Master Planning - $150k (FY 25-26)** **Master Planning - $100k (FY 26-27)** **Lighting Improvements - Football Field - $100k; Fencing Improvements - $100k; Master Planning - $380k (FY 27-28)** **Reclaimed Water Conversion Project - $66k; Bleacher Seating - $100k (FY 28-29)** **Building Upgrades - $100k; Master Planning - $475k (FY 29-30)**
306-10-57200-63096	GANO PARK IMPROVEMENTS	**Playground Improvements - $20k (FY 26-27)** **Fencing - $25k (FY 27-28)** **ADA Mats - $60k (FY 28-29)** **Restroom Improvements - $60k (FY 29-30)**
306-10-57200-63097	CLARKE PROP IMPROVEMENTS	**Main House Improvements - $20k; Topographic Survey - $40k (FY 25-26)** **Pond Improvements - $50k (FY 26-27)** **Pond Improvements - $50k; Chainlink Fencing Along East Side (woods) - $50k (FY 27-28)** **Restroom Remodel/Improvements - $60k (FY 28-29)** **ADA Mats - $80k (FY 29-30)**
306-10-57200-63128	TOWN HALL PARK IMPROVEMENTS	**Monument Signs - $10k; Concept Plan - $12k (FY 26-27)** **Monument Signs - $40k (FY 27-28)** **Monument Signs - $10k (FY 28-29)** **Monument Signs - $40k (FY 29-30)**
306-10-57200-63162	BRADLEY PARK IMPROVEMENTS	**Shoreline - $50k; Boardwalk - $200k (FY 28-29)**
Department: 30 - POLICE		
Activity: 52100 - POLICE		
306-30-52100-64000	MACHINERY & EQUIPMENT	**Replace two patrol vehicles - $110k; Replace seven tasers - $24.3k; Replace body cameras - $32k; Traffic Cameras (LPRs) - $20k; Meridian Barriers (split with fire dept) - $60k (FY 25-26)** **Replace two patrol vehicles - $137k; Replace seven tasers - $25.3k; Replace body cameras - $32k (FY 26-27)** **Replace two patrol vehicles - $144k; Replace seven tasers - $26.3k; Replace body cameras - $32k (FY 27-28)** **Replace two patrol vehicles - $144k; Replace body cameras - $32k (FY 28-29)** **Replace two patrol vehicles - $144k; Replace body cameras - $32k (FY 29-30)**
Department: 40 - FIRE		
Activity: 52200 - FIRE		
306-40-52200-64000	MACHINERY & EQUIPMENT	**Kitchen Cabinet Replacement - $20k; Meridian Barriers (split with police dept) - $60k (FY 25-26)** **Kitchen Cabinet Replacement - $20k; Replace hydraulic rescue tools that were manufactured in 2005/2006 - $40k (FY 26-27)**
306-40-52200-64001	VEHICLES	**Replace 2014 Silverado - $50k (FY 25-26)** **Replace 2015 Tahoe - $50k (FY 26-27)** **Replace Engine 19 FD711 - $350k (FY 28-29)** **Replace Engine 19 FD711 - $500k (FY 29-30); Additional funds will be budgeted in FY 30-31**
Activity: 52600 - AMBULANCE & RESCUE SERVICES		
306-40-52600-64000	MACHINERY & EQUIPMENT	**Patient Ventilator Replacement - $38k (FY 25-26)** **Life Pack Cardiac Monitors - (3 @ $40k) (FY 26-27)**
306-40-52600-64001	VEHICLES	**Remount one rescue chasis to decrease replacement cost - $200k (FY 25-26)** **Remount R19A to decrease replacement cost - $250k (FY 28-29)**
Department: 60 - PUBLIC WORKS		
Activity: 51910 - FACILITIES MAINTENANCE		
306-60-51910-62000	IMPROVEMENTS - BUILDINGS	**Traffic Cameras (LPR tech) - $20k; Town Hall Fountain Resurfacing $30k (FY 25-26)** **Town Hall Fountain Resurfacing - $35k; Town Hall Replacement Flooring in Atrium - $60k (FY 26-27)** **Town Hall Kitchen Upgrade - $12k (FY27-28)**
306-60-51910-62010	IMPROVEMENTS - TREE PROGRAM	**Tree Removal Program - $40k (FY 25-26); $50k (FY 26-27); $130k (FY 27-28); $50k (FY 28-29 & FY 29-30)**
306-60-51910-64000	MACHINERY & EQUIPMENT	**Walk Behind Blower - $12k; Water Trailer - $13k (FY 25-26)** **Replace one mower - $17k (FY 27-28)** **Replace one mower - $17k (FY 29-30)**
306-60-51910-64001	VEHICLES	**Replace pickup truck - $46k (FY 25-26)** **Replace pickup truck - $48k (FY 27-28)** **Replace pickup truck - $50k (FY 29-30)**

PROJECT DESCRIPTIONS

Activity: 51920 - EQUIPMENT MAINTENANCE		
306-60-51920-64000	MACHINERY & EQUIPMENT	**Replace vehicle lifts - $30k (FY 26-27 through FY 28-29)**
Activity: 53900 - MAGNOLIA CEMETERY		
306-60-53900-62010	IMPROVEMENTS	**Columbarium - $25k (FY 25-26)**
Activity: 54100 - STREETS, ROADS, DRAINAGE		
306-60-54100-63051	PAVING, DRAINAGE, CURB GUTT	**Street reconstruction resurfacing per list; Stiles Avenue East & West - $400k (FY 25-26)**
		Street reconstruction resurfacing per list; Stiles Avenue East & West - $400k (FY 26-27)
		Street reconstruction resurfacing per list; Smith St (Kingsley to Milwaukee) - $400k (FY 26-27)
		Street reconstruction resurfacing per list; Smith St (Kingsley to Milwaukee) - $400k (FY 27-28)
306-60-54100-63054	SIDEWALK IMPROVEMENTS	**Replace broken sidewalks townwide - $45k (FY 25-26)**
		Replace broken sidewalks townwide - Gano @ Dogpark - $45k; various other $15k (FY 26-27)
		Replace broken sidewalks townwide - in front of middle school - $45k; various other $15k (FY 27-28)
		Replace broken sidewalks townwide - $60k (FY 28-29)
		Replace broken sidewalks townwide - $60k (FY 29-30)
306-60-54100-63156	REHAB TRAFFIC SIGNAL MAST ARMS	**Pedestrian poles painting - $14k (FY 25-26)**
306-60-54100-64000	MACHINERY & EQUIPMENT	**Arrow Board truck - $32.5k (FY 25-26)**
		Arrow Board truck - $32.5k (FY 26-27)
		Replace dump truck - $125k (FY 26-27)
		Replace one (1) mower - $18k (FY 27-28)
		Replace one (1) mower - $18k (FY 29-30)
Department: 70 - NON DEPARTMENT		
Activity: 51900 - NON DEPARTMENTAL GOV EXPENDITURES		
306-70-51900-64000	IT PROJECTS	**Police department backup and host replacement - $45k (FY 25-26)**
		Police department switches and Town of Orange Park new host - $35k (FY 26-27)
		Police department server upgrade and Town of Orange Park switches - $32k (FY 27-28)

Town of Orange Park
Five Year Projected Capital Program
Fiscal Years 2025-2026 Through 2029-2030
Infrastructure Sales Tax Fund
Street Reconstruction Schedule

Paving & Drainage	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	5 Year Total
Stiles Avenue East & West	**$400,000**	**$400,000**				**$800,000**
Smith St (Kingsley to Milwaukee)		**$400,000**	**$400,000**			**$800,000**
Total Projects	**$400,000**	**$800,000**	**$400,000**	**$0**	**$0**	**$1,600,000**

Town of Orange Park, FL

CAPITAL IMPROVEMENT PLAN - Gas Tax Projects

Expense Account Summary

For Fiscal 2025-2026 through 2029-2030

		2024-2025 Original Budget	2024-2025 Current Budget	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Fund: 302 - GAS TAX STREETS CAPITAL PROJECTS								
Department: 60 - PUBLIC WORKS								
Activity: 54100 - STREETS, ROADS, DRAINAGE								
302-60-54100-46030	R&M - PAVING/DRAINGAGE	1,215,000.00	2,015,093.87	**1,330,000.00**	**775,000.00**	**1,120,000.00**	**815,000.00**	**700,000.00**
302-60-54100-63054	SIDEWALK IMPROVEMENTS	28,500.00	51,257.33	**55,000.00**	**25,000.00**	**64,000.00**	**55,000.00**	**90,000.00**
302-60-54100-63064	STREET SIGNS	40,000.00	109,007.70	**40,000.00**	**40,000.00**	**40,000.00**	**40,000.00**	**0.00**
302-60-54100-64000	MACHINERY & EQUIPMENT	100,000.00	106,002.01	**0.00**	**10,000.00**	**0.00**	**0.00**	**0.00**
302-60-54100-64001	VEHICLES	0.00	0.00	**46,000.00**	**48,000.00**	**0.00**	**48,000.00**	**0.00**
302-60-54100-63125	STORMWATER IMPROVEMENTS	0.00	0.00	**0.00**	**175,000.00**	**0.00**	**0.00**	**0.00**
	Activity: 54100 - STREETS, ROADS, DRAINAGE Total:	**1,383,500.00**	**2,281,360.91**	**1,471,000.00**	**1,073,000.00**	**1,224,000.00**	**958,000.00**	**790,000.00**
	Department: 60 - PUBLIC WORKS Total:	**1,383,500.00**	**2,281,360.91**	**1,471,000.00**	**1,073,000.00**	**1,224,000.00**	**958,000.00**	**790,000.00**
	Total Expenses	**$1,383,500.00**	**$2,281,360.91**	**$1,471,000.00**	**$1,073,000.00**	**$1,224,000.00**	**$958,000.00**	**$790,000.00**

PROJECT DESCRIPTIONS

Fund: 302 - GAS TAX STREETS CAPITAL PROJECTS
Department: 60 - PUBLIC WORKS
Activity: 54100 - STREETS, ROADS, DRAINAGE

302-60-54100-46030	R&M - PAVING/DRAINAGE	**Resurfacing various roads and street construction throughout the Town. See attached list for individual streets for each fiscal year $1.330M (FY 25-26); $775k (FY 26-27); $1.120M (FY 27-28); $815k (FY 28-29); $700k (FY 29-30)**
302-60-54100-63054	SIDEWALK IMPROVEMENTS	**Replace broken sidewalks townwide - $55k (FY 25-26)** **Replace broken sidewalks townwide - $25k (FY 26-27)** **Replace broken sidewalks townwide - $64k (FY 27-28)** **Replace broken sidewalks townwide - $55k (FY 28-29)** **Replace broken sidewalks townwide - $90k (FY 23-30)**
302-60-54100-63064	STREET SIGNS	**Replacement of old street signs with new historical ones- $40k (FY 25-26 through FY 28-29)**
302-60-54100-64000	MACHINERY & EQUIPMENT	**Sweeper brush for Skid Steer - $10k (FY 26-27)**
302-60-54100-64001	VEHICLES	**Replace pickup truck - $46k (FY 25-26); replace pickup truck - $48k (FY 26-27); replace pickup truck $48k (FY 28-29)**
302-60-54100-63125	STORMWATER IMPROVEMENTS	**Stormwater improvement projects over $75k - $175k (FY 26-27)**

Town of Orange Park
Five Year Projected Capital Program
Fiscal Years 2025-2026 Through 2029-2030
Gas Tax Fund
Paving/Drainage & Resurfacing Schedule

Street	Estimate	FY2025/26	FY2026/27	FY2027/28	FY2028/29	FY2029/30	5 Year Total
Paving/Drainage							
Blake Avenue East	$730,000	$730,000					$730,000
Blake Ave W	$600,000	$600,000					$600,000
Ralph	$600,000			$600,000			$600,000
Hurley	$715,000		$495,000	$220,000			$715,000
Rusmore	$480,000		$180,000	$300,000			$480,000
Mound/Clinton	$560,000				$560,000		$560,000
TBD	$600,000					$600,000	$600,000
Resurfacing Program							
Roadway Assessment	$155,000				$155,000		$155,000
TBD	$300,000		$100,000		$100,000	$100,000	$300,000
Total of Projects Planned	**$4,740,000**	**$1,330,000**	**$775,000**	**$1,120,000**	**$815,000**	**$700,000**	**$4,740,000**

Town of Orange Park, FL

CAPITAL IMPROVEMENT PLAN - Water & Sewer Projects

Expense Account Summary

For the Fiscal Years 2025-2026 through 2029-2030

		2024-2025						
		Original Budget	Current Budget	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Fund: 405 - W&S CAP IMPROVEMENT FUND								
Department: 60 - PUBLIC WORKS								
Activity: 53300 - WATER UTILITY								
405-60-53300-46150	R & M - FIRE HYDRANT	15,500.00	42,712.16	**15,500.00**	**20,500.00**	**20,500.00**	**20,500.00**	**20,500.00**
405-60-53300-62000	BUILDINGS	15,000.00	24,807.52	**375,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
405-60-53300-63016	WATER MAIN UPGRADES	800,000.00	1,740,341.40	**500,000.00**	**600,000.00**	**600,000.00**	**600,000.00**	**600,000.00**
405-60-53300-63021	REPLACE WATER METERS	30,000.00	30,000.00	**30,000.00**	**20,000.00**	**20,000.00**	**20,000.00**	**20,000.00**
405-60-53300-63022	REPAIR/REPLACE WATER LINE	100,000.00	254,765.74	**100,000.00**	**100,000.00**	**40,000.00**	**40,000.00**	**40,000.00**
405-60-53300-63121	ISOLATION VALVES	50,000.00	207,581.76	**100,000.00**	**100,000.00**	**100,000.00**	**50,000.00**	**50,000.00**
405-60-53300-63126	WATER PLANT IMPROVEMENTS	600,000.00	722,507.00	**25,000.00**	**25,000.00**	**25,000.00**	**25,000.00**	**100,000.00**
405-60-53300-63157	WATER METER TRANSMITTERS	100,000.00	196,994.72	**250,000.00**	**250,000.00**	**250,000.00**	**250,000.00**	**50,000.00**
405-60-53300-63158	EXTEND WATER SERVICE	0.00	25,136.28	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
405-60-53300-63178	INSTALLATION OF WATER MAIN	30,000.00	105,419.28	**0.00**	**300,000.00**	**0.00**	**0.00**	**0.00**
405-60-53300-64000	MACHINERY & EQUIPMENT	0.00	63,785.00	**120,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
405-60-53300-64001	VEHICLES	45,000.00	105,000.00	**0.00**	**46,000.00**	**0.00**	**48,000.00**	**0.00**
	Activity: 53300 - WATER UTILITY Total:	**1,785,500.00**	**3,519,050.86**	**1,515,500.00**	**1,461,500.00**	**1,055,500.00**	**1,053,500.00**	**880,500.00**
Activity: 53500 - SEWER/WASTEWATER								
405-60-53500-62000	BUILDINGS	30,000.00	39,807.52	**375,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
405-60-53500-63018	MANHOLE IMPROVEMENTS	100,000.00	267,506.95	**150,000.00**	**100,000.00**	**100,000.00**	**100,000.00**	**100,000.00**
405-60-53300-63023	REPAIR/REPLACE SAN. SEWER	200,000.00	686,659.66	**0.00**	**10,000.00**	**325,000.00**	**10,000.00**	**200,000.00**
405-60-53300-63122	REHAB LIFT STATIONS	400,000.00	961,792.30	**550,000.00**	**650,000.00**	**650,000.00**	**700,000.00**	**700,000.00**
405-60-53500-65015	SEWER RELINING	300,000.00	375,602.93	**300,000.00**	**300,000.00**	**300,000.00**	**300,000.00**	**300,000.00**
405-60-53500-65016	TELEMETRY CONNECTION FOR LIFT STATIONS	0.00	145,880.50	**50,000.00**	**50,000.00**	**50,000.00**	**50,000.00**	**50,000.00**
405-60-53300-63131	PORTABLE EMERGENCY GENERATORS-LIFT STATIONS	55,000.00	164,999.98	**60,000.00**	**60,000.00**	**60,000.00**	**60,000.00**	**60,000.00**
405-60-53500-63127	SEWER PLANT IMPROVEMENTS	25,000.00	85,790.87	**485,000.00**	**60,000.00**	**60,000.00**	**60,000.00**	**100,000.00**
405-60-53500-63148	NEW WASTEWATER FILTERS	0.00	61,400.02	**25,000.00**	**50,000.00**	**25,000.00**	**25,000.00**	**25,000.00**
405-60-53500-65023	EXTEND SEWER SERVICE	0.00	81,649.38	**20,000.00**	**100,000.00**	**20,000.00**	**20,000.00**	**20,000.00**
405-60-53500-65024	NEW WASTEWATER MIXERS	30,000.00	30,000.00	**0.00**	**30,000.00**	**0.00**	**30,000.00**	**0.00**
405-60-53500-65025	NEW BLOWERS	0.00	6,494.09	**100,000.00**	**100,000.00**	**100,000.00**	**100,000.00**	**100,000.00**
405-60-53500-63171	REPLACE BAR SCREEN	0.00	100,000.00	**0.00**	**100,000.00**	**0.00**	**0.00**	**0.00**
405-60-53500-65027	SEPTIC TO SEWER CONVERSION	765,000.00	1,407,141.35	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
405-60-53500-65028	SURGE TANK	0.00	492,040.00	**0.00**	**550,000.00**	**575,000.00**	**600,000.00**	**625,000.00**
405-60-53500-64000	MACHINERY & EQUIPMENT	0.00	40,844.00	**51,000.00**	**30,000.00**	**0.00**	**30,000.00**	**0.00**
405-60-53500-64001	VEHICLES	0.00	19,881.20	**46,000.00**	**0.00**	**48,000.00**	**0.00**	**50,000.00**
	Activity: 53500 - SEWER/WASTEWATER Total:	**1,905,000.00**	**4,967,490.75**	**2,212,000.00**	**2,190,000.00**	**2,313,000.00**	**2,085,000.00**	**2,330,000.00**
	Department: 60 - PUBLIC WORKS Total:	**3,690,500.00**	**8,486,541.61**	**3,727,500.00**	**3,651,500.00**	**3,368,500.00**	**3,138,500.00**	**3,210,500.00**
	Total Expenses	**$3,690,500.00**	**$8,486,541.61**	**$3,727,500.00**	**$3,651,500.00**	**$3,368,500.00**	**$3,138,500.00**	**$3,210,500.00**

PROJECT DESCRIPTIONS

Fund: 405 - W&S CAP IMPROVEMENT FUND
Department: 60 - PUBLIC WORKS
Activity: 53300 - WATER UTILITY

405-60-53300-46150	REPAIR & MAINTENANCE - FIRE HYDRANT	Fire hydrant replacement program
405-60-53300-62000	BUILDINGS	Construction of equipment garage - shared with sewer-$375k (FY25-26)
405-60-53300-63016	WATER MAIN UPGRADES	Program to replace old water mains townwide. Projects will be coordinated with the streets capital budget projects under Sales & Gas tax funds
405-60-53300-63021	REPLACE WATER METERS	Program to replace old water meters
405-60-53300-63022	REPAIR/REPLACE WATER LINE	This is a replacement program for old water services not identified in larger projects-Kingsley Crossing-West of RR Tracks - $100k (FY 25-26, & 26-27); $40k (FY 27-28 through FY 29-30)
405-60-53300-63121	ISOLATION VALVES	Install valves on water mains
405-60-53300-63126	WATER PLANT IMPROVEMENTS	Upgrades to critical components; SCADA-Data Flow Systems; valves, pumps, and sensors
405-60-53300-63157	WATER METER TRANSMITTERS	Install transmitter on water meters to allow meter reading utilizing drive-by technology
405-60-53300-63178	INSTALLATION OF WATER MAIN	Shaw to Miller to Fromhart $300k (FY26-27)
405-60-53300-64000	MACHINERY & EQUIPMENT	Replace Crane Truck-$80k; Purchase pulley system - $40k (FY25-26)
405-60-53300-64001	VEHICLES	Replace pickup truck - $46k (FY 26-27); Replace pickup truck - $48k (FY 28-29)

Activity: 53500 - SEWER/WASTEWATER

405-60-53500-62000	BUILDINGS	Construction of equipment garage - shared with water-$375k (FY25-26)
405-60-53500-63018	MANHOLE IMPROVEMENTS	Replace/rehabilitation/line program for leaking manholes
405-60-53300-63023	REPAIR/REPLACE SAN. SEWER	Inspection and lining of aging sewer lines
405-60-53300-63122	REHAB LIFT STATIONS	Rehabilitate aging lift stations
405-60-53500-65015	SEWER RELINING	Relining sewer mains at various areas around Town
405-60-53500-65016	TELEMETRY CONNECTION FOR 5 LIFT STATIONS	Radio tower/card replacement - $50k (FY 25-26 through FY 29-30)
405-60-53300-63131	PORTABLE EMERGENCY GENERATORS-LIFT STATIONS	Provide critical emergency power to lift stations during power outages
405-60-53500-63127	SEWER PLANT IMPROVEMENTS	Various improvements to the Sewer Plant
405-60-53500-63148	NEW WASTEWATER FILTERS	Replace WW filters each year
405-60-53500-65023	EXTEND SEWER SERVICE	Expand system to properties currently not served with water
405-60-53500-65024	WASTEWATER MIXERS, MOTORS, AND GEAR BOXES	Replace existing mixers $30k (FY 26-27) & (FY 28-29)
405-60-53500-65025	NEW BLOWERS	Replace blowers - $100k (FY 25-26 through FY 29-30)
405-60-53500-63171	REPLACE BAR SCREEN	Replace barscreen - $100k (FY 26-27)
405-60-53500-65028	SURGE TANK	A re-conditioning of the 20-year old holding tank. The project includes cleaning, sandblasting, repairing damaged areas, inspecting systems, air and sanitary piping and system, and re-configuration for maximum performance.
405-60-53500-64000	MACHINERY & EQUIPMENT	Dump trailer - $11k; Analyzer - $15k; Flow meters and Ultrasonic meters for the plants - $25k (FY 25-26) Composite sampler - $30k (FY 26-27 & FY 28-29)
405-60-53500-64001	VEHICLES	Purchase dump truck - $46K (FY 25-26); purchase pickup truck - $48k (FY 27-28); Purchase pickup truck - $50k (FY 29-30)

Town of Orange Park, FL

CAPITAL IMPROVEMENT PLAN - Stormwater Fund Projects

Expense Account Summary

For Fiscal 2025-2026 through 2029-2030

		2024-2025 Original Budget	2024-2025 Current Budget	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Fund: 425 - STORMWATER FUND - MAIN PROPOSAL								
Department: 60 - PUBLIC WORKS								
Activity: 53800 - STORMWATER MANAGEMENT								
425-60-53800-63125	STORMWATER IMPROVEMENTS	0.00	545,408.35	**80,000.00**	**650,000.00**	**100,000.00**	**124,000.00**	**200,000.00**
425-60-53800-63163	REPLACE CULVERTS & HEAD WALLS	0.00	357,771.66	**600,000.00**	**500,000.00**	**0.00**	**0.00**	**0.00**
425-60-53800-63164	DREDGING	0.00	300,000.00	**0.00**	**200,000.00**	**150,000.00**	**150,000.00**	**200,000.00**
425-60-53800-63165	WINFRED DR STORMWATER IMPROVEMENTS	600,000.00	613,900.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
425-60-53800-63167	ST JOHNS RIVER BANK STABILIZATION	775,000.00	815,900.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
425-60-53800-63168	SHAW STREET POND IMPROVEMENTS	0.00	0.00	**0.00**	**0.00**	**60,000.00**	**0.00**	**0.00**
425-60-53800-63179	FDEP RESILIENCY GRANT	0.00	0.00	**14,000,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
425-60-53800-63180	HMGP GRANTS	0.00	2,142,933.99	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
425-60-53800-64000	MACHINERY & EQUIPMENT	0.00	0.00	**100,000.00**	**0.00**	**650,000.00**	**18,000.00**	**0.00**
425-60-53800-64001	VEHICLES	0.00	32,000.00	**14,000.00**	**0.00**	**0.00**	**48,000.00**	**0.00**
	Activity: 54100 - STREETS, ROADS, DRAINAGE Total:	**1,375,000.00**	**4,807,914.00**	**14,794,000.00**	**1,350,000.00**	**960,000.00**	**340,000.00**	**400,000.00**
	Department: 60 - PUBLIC WORKS Total:	**1,375,000.00**	**4,807,914.00**	**14,794,000.00**	**1,350,000.00**	**960,000.00**	**340,000.00**	**400,000.00**
	Total Expenses	**$1,375,000.00**	**$4,807,914.00**	**$14,794,000.00**	**$1,350,000.00**	**$960,000.00**	**$340,000.00**	**$400,000.00**

PROJECT DESCRIPTIONS

Fund: 425 - STORMWATER FUND - MAIN PROPOSAL
Department: 60 - PUBLIC WORKS
Activity: 53800 - STORMWATER MANAGEMENT

425-60-53800-63125	STORMWATER IMPROVEMENTS	Improvements to stormwater systems in various neighborhoods
425-60-53800-63163	REPLACE CULVERTS	Ash St Culvert design - $50k; Morgan & San Robar culvert construction - $550k (FY25-26)
		Ash St culvert construction - $500k (FY 26-27)
425-60-53800-63164	DREDGING	Design - $50k; Johnson Slough - $150k (FY 26-27)
		Dudley Branch - $150k (FY 27-28 & FY 28-29); $200k (FY 29-30)
425-60-53800-63168	SHAW STREET POND IMPROVEMENTS	Design - $60k (FY 27-28)
425-60-53800-63179	FDEP RESILIENCY GRANT	Johnson Slough improvements; including the replacement of culver pipes, improving the stormwater flow, resilience from flooding and storms, relocating sanitary, water and power utilities, rebuilding of the roadways and overall protection of infrastructure from flooding and tidal influences. - $14M (FY 25-26)
425-60-53800-64000	MACHINERY & EQUIPMENT	Mini Excavator - $100k (FY 25-26)

Item No. 7.d

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Finance

Item Title: Resolution No. 18-26: *Setting the Proposed Millage Rate for the 2026-2027 Fiscal Year*

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

Financial Impact if Applicable: N/A

Background Information: As required by Florida Statutes, the Council must propose a millage rate to be advertised through the Truth in Millage (TRIM) process. Staff has provided various millage rates and their expected amounts of ad valorem revenue to be generated and asks that Council add their preferred millage rate to the resolution.

Action Requested: Motion to approve Resolution No. 18-26, setting the proposed millage for advertsing purposes at _____ mills.

Information Attached:
Resolution 18-26
Millage Rate Chart

RESOLUTION NO. 18-26

A RESOLUTION PROPOSING A LEVY OF ANNUAL TAXES ON REAL AND PERSONAL PROPERTY LOCATED IN THE TOWN OF ORANGE PARK FOR THE CALENDAR YEAR 2026; PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE TOWN OF ORANGE PARK, FLORIDA as follows:

Section 1. Proposed Ad Valorem Tax Levy. The Council finds that:

(a) The assessment roll of the taxable properties within the Town of Orange Park for the year 2026 having been completed; and
(b) That the Property Appraiser of Clay County having determined that the total non-exempt assessed valuation of taxable properties for the year 2026 within the Town of Orange Park aggregates to $943,530,018.
(c) The Town is in preparation of its proposed budgets to appropriate funds for the Town of Orange Park. Hereby are proposed annual tax rates for the real and personal property located in the Town of Orange Park at the rates set out in Section 2 of this Resolution.

Section 2. Proposed Levy. It is hereby proposed to levy upon all taxable real and personal property located within the Town of Orange Park ad valorem taxes as follows:

PURPOSE OF LEVY	PROPOSED AD VALOREM TAX LEVY OF MILLS ON EACH DOLLAR ASSESSED VALUATION	ASSESSED VALUATION OF APPLICABLE TAXABLE PROPERTIES	ESTIMATED REVENUES AT 96% COLLECTION
Municipal Services	_____	$943,530,018	$_____

Section 3. Comparison to Rolled-Back Rate. The millage rate levied above exceeds the rolled-back rate by _____% The current year rolled-back millage rate for 2026 is 5.7071.

Section 4. Assessment and Collection. The Property Appraiser of Clay County is authorized to notify as required by law all property owners of the proposed millage rate.

Section 5. Uses of Revenue. The revenues raised by the ad valorem taxes herein levied shall be utilized in the manner and for the purposes specified in the budget and appropriation ordinance.

Section 6. Effective Date. Passed and effective this 21st day of July, 2026.

_____
Mayor

Attest:

_____
Town Clerk

TOWN OF ORANGE PARK
Table of Proposed Millage Rates & Estimated Revenues - INCREASES
Prepared July 13, 2026

	PROPERTY VALUES	REVENUE
2026-2027	943,530,018	5,169,427
2025-2026	902,964,304	5,157,732
Increase	40,565,714	4.49%

Millage	2026-2027 Revenue	2026-2027 Base Difference	Rev %	VOTE REQUIRED
5.7071	5,169,427	0	0.00%	Requires 3 of 5 votes
5.7500	5,208,286	38,858	0.75%	Requires 4 of 5 votes
5.8000	5,253,575	84,148	1.63%	Requires 4 of 5 votes
5.8500	5,298,865	129,437	2.50%	Requires 4 of 5 votes
5.9000	5,344,154	174,727	3.38%	Requires 4 of 5 votes
5.9500	5,389,443	220,016	4.26%	Requires 4 of 5 votes
6.0000	5,434,733	265,306	5.13%	Requires 4 of 5 votes
6.0500	5,480,022	310,595	6.01%	Requires 4 of 5 votes
6.1000	5,525,312	355,884	6.88%	Requires 4 of 5 votes
6.1500	5,570,601	401,174	7.76%	Requires 4 of 5 votes
6.2000	5,615,891	446,463	8.64%	Requires 4 of 5 votes
6.2500	5,661,180	491,753	9.51%	Requires 4 of 5 votes
6.2778	5,686,361	516,934	10.00%	Requires 4 of 5 votes
6.3000	5,706,470	537,042	10.39%	Requires 5 of 5 votes
6.3500	5,751,759	582,332	11.26%	Requires 5 of 5 votes
6.4000	5,797,048	627,621	12.14%	Requires 5 of 5 votes
6.4500	5,842,338	672,911	13.02%	Requires 5 of 5 votes
6.5000	5,887,627	718,200	13.89%	Requires 5 of 5 votes
6.5500	5,932,917	763,489	14.77%	Requires 5 of 5 votes
6.6000	5,978,206	808,779	15.65%	Requires 5 of 5 votes
6.6500	6,023,496	854,068	16.52%	Requires 5 of 5 votes
7.0000	6,340,522	1,171,094	22.65%	Requires 5 of 5 votes

Item No. 7.e

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Economic Community Development

Item Title: Resolution No. 19-26: *Designation of T.C. Miller Community Center and Herbert Wilbert and Robert Hunter Park*

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

Financial Impact if Applicable:

Background Information: At the June 2, 2026 Council meeting, staff was directed to draft a resolution separating the current unified name of the T.C. Miller property. The community center will be designated as the T.C. Miller Community Center, and the adjacent park portion will be officially named the Herbert Wilbert and Robert Hunter Park, with exact naming styling to be finalized in coordination with the families.

The Culture & Recreation Committee met on July 8, 2026, to finalize the name of the park portion of the TC Miller property. Representatives from both the Hunter Family and the Wilbert Family were in attendance and participated in the discussion. Ultimately, the committee made a motion to recommend to Council that the formal name be the "Herbert Wilbert and Robert Hunter Park."

Staff forwarded a draft resolution to Attorney Hodges on June 4, 2026.

Action Requested: Approval of Resolution No. 19-26.

Information Attached:
Resolution No. 19-26
Culture & Recreation Committee Minutes for July 8, 2026

RESOLUTION NO. 19-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK SEPARATING THE T.C. MILLER COMMUNITY CENTER FROM THE ADJOINING PARK AND DESIGNATING THE SPACES AS THE T.C. MILLER COMMUNITY CENTER AND THE HERBERT WILBERT AND ROBERT HUNTER PARK.

WHEREAS, the Town of Orange Park previously adopted Resolution No. 07-15, which officially designated and named the property at 440 & 440-A McIntosh Avenue as the "T.C. Miller Community Center and Recreational Park"; and

WHEREAS, the Town Council finds it appropriate to separate the T.C. Miller Community Center facility from the adjoining park and recreational grounds for distinct operational and community purposes; and

WHEREAS, the Town Council desires to maintain the designation of the community center building as the "T.C. Miller Community Center"; and

WHEREAS, the Town Council wishes to officially rename and dedicate the adjoining park space to honor the memory and community contributions of Herbert Wilbert and Robert Hunter; and

NOW, THEREFORE BE IT RESOLVED that the Town of Orange Park Town Council officially designates and names these spaces as follows:

T.C. Miller Community Center – 440 & 440-A McIntosh Avenue
Herbert Wilbert and Robert Hunter Park – Adjoining Park Area

ADOPTED on this _____day of _____, 2026.

_____
Winnette Sandlin, Mayor

ATTEST:

_____
Courtney Russo, Town Clerk

FORM APPROVED:

_____
Town Attorney

Town of Orange Park
Culture & Recreation Committee Meeting
Wednesday, July 8, 2026
5:30 P.M.
Minutes DRAFT

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Councilman Randy Anderson, Vice-Chair of the Culture and Recreation Committee. Committee members in attendance were Mayor Winnette Sandlin and Ms. Carrie Kissinger. Ms. Melissa Harris was absent. Others in attendance included: Interim Town Manager Gary Goble, Events & Recreation Coordinator Emily Dockery and Town Clerk Courtney Russo.

2. APPROVAL OF THE MINUTES FROM THE MAY 28, 2026 COMMITTEE MEETING

Ms. Kissinger moved for approval of the minutes from the May 28, 2026 committee meeting. Mayor Sandlin seconded the motion, which passed 3 to 0.

3. TC MILLER/HUNTER-WILBERT PARK NAMING RESOLUTION

Events and Recreation Coordinator Emily Dockery introduced the item regarding a drafted resolution to formally name the park adjoining the TC Miller Community Center. Staff initially recommended listing the names in alphabetical order ("Deacon Robert L. Hunter and Coach Herbert Wilbert Park") to avoid any perception of bias and noted a standstill regarding name ordering and the use of formal titles.

Public input included:

Jacqueline Wilbert McElwain requested keeping the original 2005 layout order based on the historical significance of Coach Wilbert breaking barriers as one of the area's first Black coaches and educators. She also recommended removing professional titles (Deacon/Coach) from the physical sign to stay aligned with standard protocol.

Ronald Flowers urged the committee to leave the sign's ordering exactly as it has been historically since 2005 and to utilize QR codes for biographical depth.

Sheila Hunter Turner agreed that the back-and-forth should end, stating she was fine omitting titles but strongly requested her father's full name ("Robert Hunter") be spelled out instead of using the historical initials "R.L.".

Destiny Adams noted that the family's push for titles was due to how information was presented in previous town halls rather than a competition over contributions.

The committee agreed that names should be spelled out fully, titles should be left off the sign, and the historic order should remain intact to preserve local memory. Biographical plaques featuring QR codes linked to the town's website will be created so families can actively update and share the full histories of both men.

The committee first voted to adjust how the names are displayed on the physical signage. A motion was made by Ms. Kissinger and seconded by Mayor Sandlin to have the sign read "Herbert Wilbert and Robert Hunter Park," explicitly omitting all professional titles and middle initials. This motion passed unanimously with a 3-0 vote. Following this, a second motion was introduced by Mayor Sandlin and seconded by Ms. Kissinger to retain the historic layout order of the park's names, keeping Herbert Wilbert listed first and Robert Hunter listed second. This motion also carried with a 3-0 vote. To prevent any future layout confusion regarding the physical biographical markers, the committee further agreed that Coach Wilbert's biomarker plaque will be positioned on the left and Robert Hunter's will sit on the right.

4. COMMITTEE COMMENTS

Committee members thanked the families for coming together to reach a final decision. Emily Dockery noted the updated resolution will be included in the Council agenda packet for final approval on July 21st. Funding for the sign (estimated around $2,000) will be coordinated through upcoming budget cycles or Town contingency funds.

5. AUDIENCE COMMENTS

Desiree Allen presented an original historical ledger from 1942 documenting the history of Teresa Caldwell Miller, the first Black educator in Orange Park. She voiced concerns regarding the potential erasure or "squeezing" of Black history by overlapping multiple names onto the property originally meant to honor Ms. Miller alone.

In response, the committee validated her concerns and discussed plans to integrate a QR code to expand Ms. Miller's story on her respective building sign. They also expressed a strong desire to ask the Town Council to establish an official annual "TC Miller Day" proclamation.

6. ADJOURNMENT

Councilman Anderson adjourned the meeting at 6:40 p.m.

Item No. 7.f

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Legislative

Item Title: Selection of a Voting Member for the 2026 Florida League of Cities Conference

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

Financial Impact if Applicable: N/A

Background Information: The annual Florida League of Cities Conference will be held on August 13-15, 2026, in Hollywood, FL. Each municipality must designate one voting delegate to vote on resolutions and other legislative action items.

Action Requested: Motion to name _____ as the Town's voting member for the 2026 Florida League of Cities Conference.

Information Attached:
FLC Letter
Designation of Voting Delegate Form

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate <u>one</u> elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *ealcorn@flcities.com*. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Attachments: Form Designating Voting Delegate

301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301

P.O. Box 1757
Tallahassee, Florida 32302-1757

Phone: 850.222.9684
Fax: 850.222.3806

flcities.com

2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *ealcorn@flcities.com*

Item No. 7.g

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Legislative

Item Title: Approval of Collective Bargaining Agreement with LIUNA Local 630

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

Financial Impact if Applicable: Year 1-$58,923

Background Information: The current Collective Bargaining Agreement between the Town of Orange Park and LIUNA Local 630 expired on September 30, 2025. Since that time, Town representatives and the Union have met through the collective bargaining process to negotiate the terms of a successor agreement. The parties have reached a tentative agreement on a new three-year contract covering the period of October 1, 2025, through September 30, 2028.

The proposed agreement includes updates to employee compensation, wages, leave provisions, overtime, supplemental pay, safety benefits, and various administrative provisions. Significant negotiated changes include:

- A 4% wage increase effective October 1, 2025.
- Annual cost-of-living adjustments beginning October 1, 2026, based on the Consumer Price Index (CPI-U), with a minimum increase of 2.5% and a maximum increase of 5%.
- Conversion of existing longevity pay into employees' base salaries, with no future longevity payments.
- Addition of compensatory time provisions allowing eligible employees to accrue and use compensatory time in lieu of overtime under specified conditions.
- Holiday pay revisions allowing employees whose scheduled day off falls on a holiday to receive equivalent holiday leave or straight-time compensation beginning July 1, 2026.
- Compensation for employees working 12-hour shifts without an uninterrupted meal break. Temporary assignment pay for employees working in higher classifications after eight hours in a work week.
- Compensation for non-assigned employees who perform work-related phone calls, texts, or emails while off duty.
- Increase in Commercial Driver License (CDL) supplemental pay from $3.00 to $4.00 per hour, plus additional compensation for approved CDL-related certifications.
- Increase in the annual work boot allowance from $150 to $200.
- Increase in reimbursement for damaged prescription eyeglasses from $75 to $150.
- Clarification and modernization of various contract provisions, including vacation, discipline,

breaks, scheduling, and administrative language.

Action Requested: Approval of the Collective Bargaining Agreement between the Town of Orange Park and LIUNA Local 630 for the period of October 1, 2025, through September 30, 2028.

Information Attached:
Public Works LUINA Local 630 CBA - 2025-2028

AGREEMENT

between

NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630, LIUNA

AND

TOWN OF ORANGE PARK, FLORIDA

October 1, ~~2022~~2025 through September 30, ~~2025~~2028

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AGREEMENT

This Agreement is entered into as of October 1, ~~2016~~2025, between the Town of Orange Park, hereinafter referred to as the "Public Employer~~,~~" or "Town~~,~~" and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, Certification #126 hereinafter referred to as "Local 630~~,~~" or the "Union."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise out of the interpretation of this Agreement, and set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and such other terms and conditions of employment contained in this Agreement. There shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

It is understood that the Town of Orange Park is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and both parties hereto recognize the need for continuous, reliable and cost effective service to the public.

ARTICLE I

UNION RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Public Employer recognizes the Union as the exclusive bargaining representative for those employees in the defined bargaining unit (see attached Appendix A) for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and such other conditions of employment contained in this Agreement. Employees shall mean all full-time permanently employed classified members of the Public Employer employed in those classifications contained in the defined bargaining unit.[1/]

1.2 It is further understood and agreed that the Business Manager of Local 630, or his designee will be the official spokesman for said Union in any matter between the Union and the Public Employer. The Union shall furnish to the Town Manager in writing the name of its designee and the period of time during which such designee is authorized to conduct business on behalf of the Union.

[1/] "All references to employees in the male gender of this Agreement are used for convenience only and should be interpreted to include both male and female."

ARTICLE II

DUES DEDUCTION

2.1 Pursuant to Florida Statute 447.303, the Town shall not deduct union dues from the salaries of employees in the Bargaining Unit.

ARTICLE III

MANAGEMENT SECURITY

3.1 The Union and its officers, agents and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow-down, concerted stoppage of work or intentional interruption of employer operations for any reason. The consideration for such provision being the right to resolution of disputed questions. ~~Management~~The Town shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision preventing strikes, slow-downs, concerted stoppages of work, intentional interruptions of Town operations was violated by the employee to be discharged or otherwise disciplined.

3.2(A) The Union, its representatives, agents, members or any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:

1. Soliciting public employees during working hours of any employee who is involved in the solicitation;

2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

3. Instigating or advocating support, in any positive manner, for an employee organization's activities from high school or grade school students during classroom time.

(B) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

(C) The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. An employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Town, notwithstanding further provisions of this Agreement.

3.3 The Public Employer and the Union agree that the basic intent of this Agreement is to provide a fair days work in return for a fair days pay and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union agree that all provisions of this Agreement shall be applied to all employees covered by it and the

Public Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employee's skill and ability without regard to race, color, creed, national origin or sex.

3.4 The Town agrees that there will be no lockouts for the duration of the Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 It is the right of the Public Employer solely and exclusively to determine the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its operations, including the right to sub-contract. It is also the right of the Public Employer to direct its employees, to hire, promote, demote, assign work, transfer employees, relieve its employees from duty because of lack of work or for other legitimate reasons, to discipline, suspend, discharge for cause, to establish the number and starting time of shifts, work week, work day, to control and regulate the use of all equipment and other property of the Public Employer, to establish and amend rules and regulations and to require employees to observe the Public Employer's rules and regulations. The exercise of the above rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on terms and conditions of employment.

4.2 The Public Employer agrees to make every reasonable effort to place affected employees in another position within the Town based on their seniority should it be necessary to subcontract any of the work normally being performed by Town employees. The Public Employer will inform the Union of such contractual arrangements which may affect the employees in the bargaining unit, or when it is planned to deviate from this policy.

ARTICLE V

SPECIAL MEETINGS

5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union. Both parties shall have the duty to respond in writing to the other party's request. Further, both parties will provide a final written response concerning their position.

ARTICLE VI

UNION STEWARDS AND UNION REPRESENTATION

6.1 The Public Employer recognizes and shall deal with the appropriate Union stewards and the Union Business Manager or his designee in all matters relating to grievances and interpretations of this Agreement.

6.2 The employees covered by this Agreement will be represented by stewards in the following divisions. The total number of stewards in the bargaining unit is not to exceed three (3) in number, with one designated as chief steward.

Streets - Water and Sewer

6.3 A written list of the Union stewards shall be furnished to the Department Head and Town Manager prior to the effective date of their assuming duties of office. The Union shall notify the Department Head and Town Manager promptly of any changes of such Union stewards. No Union steward will be granted time off from his job to perform any grievance work unless the above has been complied with.

6.4 Except as provided in Section 3.2 of this Agreement, the Union Business Manager as designated by Section 1.2 will, with proper authorization which will not be unduly withheld, be admitted to the property of the Public Employer. An official as designated and provided above shall be able to talk with the employees before or after regular working hours or during lunch hours on Public Employer property in accessible areas so designated by the Public Employer.

6.5 Beginning July 1, 2026, the Town shall grant each steward two (2) days (each day consisting of 8 consecutive hours) per year with pay for Union Steward training. Such training must be scheduled and notice given to the Town at least sixty (60) days in advance and shall be subject to staffing availability and operational needs, as determined by the Town.

ARTICLE VII

UNION ACTIVITY

7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized Union representatives. Only in those cases which cannot be resolved otherwise, Union stewards may be granted reasonable time off during working hours to investigate and settle grievances only on their respective shifts on the job site, which is within their jurisdiction, if such investigation is required for the prompt and effective settlement of the grievance in question. Productivity loss must be minimized. Union stewards shall not investigate, present or adjust grievances or disputes on premium time except in emergency situations involving disciplinary action.

7.2 Prior to any proposed investigation of grievances, the Union steward shall obtain permission from his immediate supervisor and the grievant's supervisor. If permission cannot be immediately granted, the Public Employer will arrange to allow investigation of the grievance at the earliest possible time. Supervisory permission shall be given verbally to the Union steward provided that said verbal authorization insures adequate controls of the steward's time, otherwise, written permission will be required. If it becomes necessary for a Union steward to receive written permission the Public Employer will provide a form which will be used for this purpose. Upon returning to his work assignment, each steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

7.3 Union stewards shall be employees in the bargaining unit.

7.4 It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by Union Representatives in investigating, presenting and adjusting grievances or disputes. Solicitation of any and all kinds by the Union, and the collecting of Union monies shall not be engaged in during working hours. No Union meeting shall be held on Public Employer time.

7.5 While on leave of absence, no employee shall function as a Union steward.

7.6 Union Representatives, when on the Public Employer's property, and stewards are subject to all Public Employer rules regarding the conduct of employees of the Public Employer.

7.7 When it is necessary for a Union steward to enter a department or area other than his own for the purpose of conducting Union business authorized by the Agreement, he shall notify the supervisor of that area or department or activity of his presence and nature of his business.

7.8 Any allegations by the Public Employer which indicate that a Union steward is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Town Manager for discussion with the Union Business Manager or his designee. The Town Manager shall have the right to require the Union to refrain from excessive activities of such nature.

7.9 Nothing in this ~~agreement~~Agreement shall be construed to prevent any public employee from presenting, at any time, his own grievances, in person or by legal counsel, to his Public Employer, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining Agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

7.10 Employees of the designated bargaining unit shall have the right to join the Union or not to join - at the option of the employee, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Union. This provision shall be applied to all employees by the Public Employer and the Union.

7.11 If negotiation sessions are set during the working hours of employees on the negotiation committee, the Public Employer will allow not more than three (3) committee members time-off with pay for the purpose of negotiating a subsequent ~~Agreement~~agreement.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 Any grievance, defined as a dispute, claim or complaint that an employee may have as to the interpretation, application, or an alleged violation of some express provision of this Agreement which is subject to the Grievance procedure, shall systematically follow the four (4) step procedure as outlined herein. Any grievance filed shall refer to the specific provision(s) of the Agreement alleged to have been violated and shall completely set forth the facts pertaining to the alleged violation, and such grievance shall be limited to an application or non-application of this Agreement to factual situations inasmuch as the legal interpretation of this Agreement is to be determined by the case and statutory law of the state together with the Charter and ordinances of the Town of Orange Park.

STEP I

The Aggrieved employee shall present in writing his grievance to his immediate supervisor within ten (~~510~~10) working days of the occurrence of the action giving rise to the grievance. The aggrieved employee may request that a Union steward be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it orally or in writing to the aggrieved employee within ten (10) working days from the date the grievance was presented to him.

STEP II

If the grievance is not settled at the first step, the aggrieved employee, within ten (10) working days from the date of the supervisor's decision, shall reduce the grievance to writing, sign it and present it to the Department Head. The Department Head shall obtain the facts concerning the alleged grievance and shall within ten (10) working days of receipt of the written grievance, conduct a meeting between himself, his representatives, if needed, and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union Representative or chief steward. The Department Head shall notify the aggrieved employee of his decision in writing not later than ten (10) working days following the meeting date.

STEP III

If the decision of the Department Head in Step II is not considered satisfactory by the aggrieved employee, the aggrieved employee may forward the written grievance to the Town Manager within ten (10) working days of receipt of the answer provided in Step II. The Town Manager shall schedule a meeting within ten (10) working days after receipt of the grievance unless such time is mutually extended in writing. At this meeting there will be a full disclosure of all facts relating to the grievance at hand. The Town Manager shall notify the aggrieved employee of

his/her decision in writing not later than ten (10) working days following the meeting.

STEP IV

If the decision of the Town Manager at Step III is unsatisfactory to the Union, the Union may request arbitration within ten (10) working days of the Town Manager's decision.

The parties to this Agreement shall mutually agree within thirty (30) days of the request for arbitration at Step IV, upon an impartial arbitrator to hear the facts and render a decision on grievances so submitted. The arbitrator so selected shall render his decision in writing, which shall be final and binding upon both parties. Provided that the arbitrator shall not have the authority to add to, subtract from, modify or alter the terms of this Agreement.

If the parties are unable to agree upon an impartial arbitrator, the Federal Mediation and Conciliation Services shall be requested by either or both parties to provide a panel of five (5) arbitrators each of whom shall be a member of the National Academy of Arbitrators. Both the Public Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

8.2 Rules for Grievance Processing:

It is agreed -

(a) Time limits at any stage of the grievance procedure may be extended only by written mutual agreement of the parties involved at that step.

(b) A grievance presented at Step II and above shall be dated and signed by the aggrieved employee presenting it. Any written decision shall be rendered to the aggrieved employee and shall be dated and signed by the Public Employer's representative at that step.

(c) When a written grievance is presented, the Public Employer's representative shall acknowledge receipt of it and the date thereof in writing.

(d) A grievance not advanced to the higher step by the party filing the grievance within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.

(e) In computing time limits under this Article, Saturdays, Sundays and holidays shall not be counted.

(f) When a grievance is reduced to writing there shall be set forth in the space provided on the grievance form provided by the Public Employer all of the following:

1. A complete statement of the grievance and facts upon which it is based;

2. The specific section or sections of this Agreement claimed to have been violated; and

3. The remedy or correction requested.

(g) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to five (5) calendar days prior to the date of the filing of the grievance.

(h) The parties shall share the fees and expenses of the arbitration. Each side will pay its own representatives and witnesses. Either side desiring a transcript will pay for it; however, any per diem charge of the court reporter shall be borne by the party requesting said reporter.

ARTICLE IX

DISCIPLINE

9.1 No full-time non-probationary employee (in accordance with Article XV) shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action. In any grievance proceeding, the employee shall have time to prepare for a defense against charges preferred as outlined in the Grievance Procedure (Article VIII). The employee and the Union shall have the right to enter the grievance procedure at Step III in any discharge or suspension action affecting the employee, and the matter shall proceed from Step III through Step IV, if deemed necessary by the Union or the Town. Any employee found to be unjustly discharged or discharged without just cause shall be reinstated with full compensation (less interim earnings and unemployment compensation receipts) for all time lost as a result of such action and full restoration of all other rights and conditions of employment.

9.2 The following situations may be utilized and are intended only as examples of the criteria to be followed in dismissing, demoting, or suspending an employee:

Theft of property belonging to the Town;

Initiating a fight with anyone while on the job;

The intentional destruction of Town property and/or negligence in the operation of a Town vehicle, Town machinery or equipment;

Conduct unbecoming a Town employee;

The use of alcohol, toxic, mind altering or illegal drug while on duty;

The commission of an act which constitutes a crime under the laws of the State of Florida:

Insubordination;

Incompetency or inefficiency in the performance of an employee's duties;

Attempting to induce an officer or employee of the Town of Orange Park to commit an unlawful act;

Taking for personal use from any person a gift, fee, or other valuable thing in the course of work or in connection therewith, when such gift or other valuable thing is given in the hope of receiving a favor or treatment greater than that accorded other persons;

Engaging in outside activities on Town time or unauthorized use of Town

equipment; and failing to maintain a satisfactory attendance record.

Notwithstanding the provision of Section 9.1, the Town may suspend, demote, or discharge an employee for drunken or disorderly and disruptive conduct without the necessity of a written statement prior to such job action, however, such a statement shall be delivered to the employee within five (5) days of the actual dismissal, demotion, or suspension.

9.3 Any official reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign this statement. If he refuses to do so this refusal shall be noted and placed in his personnel file. The employee shall have the right to submit a statement responding to the reprimand and such responding statement will be entered in the employee's personnel file. Employees shall have the right to review their own official personnel files upon request. All letters of reprimand shall become null and void after twenty-four (24) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void, provided the employee has no additional reprimands during the twenty-four (24) MONTH PERIOD. The employee must serve twenty-four (24) months without additional discipline before prior discipline becomes null and void.

9.4 All full-time non-probationary employees shall have the right to representation by the Union steward during the meetings between the Public Employer and an employee of the bargaining unit, where the employee has a reasonable belief based on factual circumstances that a disciplinary action may be taken or job interests may be threatened as a result of the meeting. The right to representation by the Union steward must be requested by the employee and may not interfere with legitimate management rights. The Public Employer has no duty to bargain with the Union steward who attends any meeting between an employee and a Public Employer.

The right of an employee to representation will not arise in emergency situations such as drunken or disorderly conduct where an immediate investigation is unnecessary and a Union steward is not readily available.

9.5 Bargaining unit employees shall use care in handling Town property or equipment and in handling property or equipment entrusted to the Town by other agencies or persons. Employees shall report immediately any damage or loss to said property or equipment to the Department Head and Town Manager. Furthermore, any employee who willfully or negligently loses, damages, or destroys said property or equipment shall be subject to disciplinary action up to and including discharge, and shall be required to pay the Town 20% of the value of the damage with a limit of $500.00. The determination of whether or not an employee shall be required to make any payment under this section shall be made by the Department Head.

ARTICLE X

VACATION

10.1 Accrual of vacation leave shall be limited to the following schedule for all employees in the bargaining unit except temporary, part-time and seasonal employees:

Years of Continuous Service	Working Days Per Year	Working Days Per Month
Less than one year	6	0.500
Upon completion of 1 year thru 5 years	11	.917
Beginning with the 6th thru 10 years	16	1.333
Beginning with the 11th year thru 15 years	21	1.750

Employees accruing twenty-five (25) days of vacation prior to October 1, 2013 shall accrue vacation at a rate of twenty-six days per year effective on the date of signing this ~~agreement~~Agreement. However, Effective October 1, 2013, all other employees are subject to the above accrual schedule. Employees who have not accrued twenty-five (25) days of vacation before October 1, 2013 shall be permitted to convert three (3) days of accrued sick leave to vacation leave each fiscal year.

10.2 An employee shall accrue vacation leave with pay at the monthly rate per year stated in Section 10.1. Vacation shall be earned during the first year of employment. The rate of accrual shall change to the higher rate on the start of the next pay period after the anniversary date. Upon written request and with at least fourteen (14) days advance notice, when required, an employee taking authorized vacation shall have advanced to him his regular pay for the subsequent pay period prior to beginning his vacation.

10.3 Vacation leave may be taken when requested by the employee in writing and approved by the appropriate Department Head. The Public Employer will make every effort to meet the written requirements of the employee consistent with the requirements of its operations. Any portion of said leave which has accrued to the credit of the employee may be taken, provided no vacation leave taken shall exceed thirty (30) working days per fiscal year. The granting of this request shall be at the sole discretion of the Public Employer. The limitation of thirty (30) days herein imposed on the taking of vacation leave does not apply if the vacation leave is to be used for education purposes or retirement from the service.

Beginning January 1, 2019, an employee may accumulate and carry forward to the next calendar year, fifteen (15) vacation days plus five (5) more with prior written permission of the Department Head and Town Manager. Additional unused vacation shall be forfeited.

10.4 Absence on account of sickness, on the job injury or disability, in excess of that hereinafter authorized for such purposes may at the request of the employee and with the approval of the Public Employer, be charged against vacation leave allowance.

10.5 Should a holiday as provided in this contract fall within an employee's scheduled vacation period, the employee is to take an additional day of vacation in accordance with the procedure set forth by the Public Employer for taking of holidays.

10.6 An employee who is dismissed for cause shall be required to forfeit all accrued leave and failure of any employee to give proper notice of two (2) weeks with his resignation shall result in the forfeiture of the accrued vacation leave.

10.7 Upon retirement from the service of the Public Employer, the employee shall be paid for or allowed to take all accrued vacation leave.

10.8 All employees shall be notified monthly of vacation time accrued.

10.9 (a) Any bargaining unit employee in good standing may request approval from the Department Head to cash in up to ten (10) accumulated vacation days at any point during a fiscal year provided that, at all times, the employee must maintain a minimum balance of at least eighty (80) vacation hours after cashing in vacation under this subsection.

(b) A request under this section must be reduced to writing and submitted to the Department Head. The Town Manager shall have complete discretion to grant or to deny a request, or to waive the requirements provided above. The Town Manager's decision shall not be subject to the grievance or arbitration procedure of this Agreement.

Should the request be granted, the employee will receive ninety-five percent (95%) of the value of the accrued vacation benefit "cashed-in" and shall forfeit five percent (5%) of the value of the accrued vacation benefit.

ARTICLE XI

HOLIDAYS

11.1 Employees in the bargaining unit shall observe the following as paid holidays:

January 1st (New Year's Day)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
June 19 (Juneteenth Independence Day)
July 4th (Independence Day)
First Monday in September (Labor Day)
November 11th (Veterans Day)
Fourth Thursday in November (Thanksgiving Day)
Friday after Thanksgiving
December 24th (Christmas Eve)
December 25th (Christmas Day)

Any other holiday declared by the Town Council to be applicable to the bargaining unit employees.

11.2 ~~Whenever~~Beginning July 1, 2026, whenever a holiday shall occur on a scheduled day off for shift or non-shift employees, these employees shall be ~~allowed to take a day off at a later date or be~~ compensated at the straight time rate in order to equalize the legal holidays for shift and non-shift employees.

11.3 An employee of the bargaining unit who is required to perform work or to render services on one of the holidays listed in 11.1 shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate for any hours worked. In addition to his compensation at the one and one-half (1-1/2) times rate for hours worked, the employee shall receive the straight time rate of pay for that day or equal time off at another date mutually agreed upon by the employee and the Public Employer. In case of a disagreement, the Public Employer's decision shall be final.

11.4 Every employee shall receive payment for any paid holiday unless:

(a) He is absent (other than for vacation leave approved at least 14 days in advance pursuant to Section 10.2) on the last regular work day preceding such holiday or on the next regular work day following such holiday;

(b) He is on leave of absence or layoff on the day on which such holiday occurs;

(c) He fails to report for work without justifiable reason for such absence having been scheduled to work on such holiday.

11.5 Whenever any of the holidays established by this Agreement shall occur on a Sunday, the following Monday shall be observed as the official holiday; whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. Shift workers shall observe the actual day of the holiday for the purposes of pay.

ARTICLE XII

SICK LEAVE

12.1 Employees of the Town of Orange Park shall earn sick leave at the rate of six (6) hours per calendar month. Paid sick leave and other authorized leave while on the active payroll due to an on-the-job injury shall be construed as time worked. No employee shall be permitted to accumulate more than ninety (90) days of unused sick leave except as otherwise provided in 12.3.

12.2 Sick leave will be granted during a genuine illness of the employee or the serious illness of a member of his immediate family. Up to three (3) days sick leave may be taken at the time of the death of a member of the immediate family. For purposes of this section, immediate family is defined as the spouse, grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse. If unusual circumstances exist, upon request, additional sick leave may be granted by the Public Employer. All employees shall be required to furnish to the Public Employer such information as may be requested for the proper administration of this section. For an absence of two (3) or more days to be charged against sick leave, a certificate from a medical doctor shall be required prior to the issuing of the employee's next payroll warrant. The Department Head may require a doctor's certificate on less than a two (2) days absence, when prior notification in writing is furnished said employee or for any absence of three (3) or more days. When the employee returns to work, the doctor's certificate shall contain information as to whether or not the employee can perform any and all duties normally assigned to his classification, or if the employee can be assigned to duties less strenuous in nature on a temporary basis. Sick leave will not be granted to perform the duties of a pallbearer.

12.3 Any employee who accumulates ninety (90) days of unused sick leave shall be entitled to be paid an amount equal to his regular compensation for a period of time equal to 50% of the sick leave accumulated by such employee in any one year in excess of ninety (90) days. Said payment shall be made on the first pay day of December of each year.

Any employee meeting the requirements from the Town of Orange Park shall be e

12.4 All employees, where required by the Public Employer, will notify their supervisor or his designee as far in advance of their scheduled reporting time each day of their intended absence due to illness provided that such notification shall in no case be later than 6:45 a.m. on the day of the intended absence of the employee is on the day shift, and 2:00 p.m. if the employee is on the swing shift. The Public Employer will designate a phone number for employees to call in the event they are unable to report to work as provided above. All employees, where required by the Public Employer, will notify their supervisor or his designee, at least sixteen (16) hours in advance of their intent to return to work. Should an employee be absent due to illness and fail to comply with the provisions of this section, such employee shall be charged leave without pay. The employee will furnish adequate explanation of his illness to his supervisor to determine that such sick leave should be allowed. Absences under sick leave conditions will be subject to investigation. An employee may be disciplined if it appears that he is using an excessive amount of sick leave as determined by the Public Employer. The Public Employer has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically or mentally capable of performing any and all duties required of his classification. This examination will be conducted on Public Employer time and at Public Employer expense.

12.5 Sick leave shall be charged in increments of not less than one (1) hour.

12.6 Should an employee be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee shall be charged with unauthorized absence and will be subject to disciplinary action, up to and including termination in accordance with Article 9.

12.7 Sick leave will be charged only against an employee's regular work day and shall not be charged for absences on prearranged overtime work, unscheduled call-in overtime work days, or holidays.

12.8 All employees shall be notified monthly of the amount of unused sick leave accrued.

ARTICLE XIII

HOURS OF WORK & OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

For the purposes of computing the pay of employees, the following standard hours shall govern the work week, the work day and normal shift hours for those employees not otherwise specified herein:

Work Week	**Work Day**	**Normal Shift Hours**
168 Hours from starting time	24 Hours from starting time	8 Hours exclusive of lunch

(A) The employee's standard work week shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, except for departments requiring a six (6) or seven (7) day continuous operation, excluding one (1) hour for meals per day. Beginning July 1, 2026, if an employee works a 12-hour shift with no opportunity for a 30-minute uninterrupted meal break, the Town shall provide 30 minutes of compensation during that 12-hour shift at a rate of time and a half at the employee's rate of pay.

(B) The standard work week as provided in paragraph (A) above shall not apply to the employee assigned to an odd work week which shall consist of five (5) days, not necessarily consecutive, which may begin on any day of the standard work week. Where deemed practical by the Public Employer, rest days shall be consecutive.

(C) Employees shall be granted two (2) fifteen (15) minute breaks per each eight (8) hour shift, the first during the first half of their work shift and one work break during the second half of their work shift. Breaks shall be ~~scheduled at the discretion of the appropriate supervisor.~~taken at times that do not interfere with service delivery or ongoing work activities. The 15-minute breaks shall be taken one (1) in the AM and one (1) in the PM. Employees shall consult with their Supervisor prior to going on break.

13.2 Except where otherwise specified herein, overtime will be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period constituting one (1) standard work day, and time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in any scheduled work week for which overtime has not previously been compensated, and two (2) times an employee's regular rate of pay for continuous hours worked in excess of

sixteen (16) hours in a twenty-four (24) hour period, constituting one (1) standard work day. Leave time, whether authorized or not, will not be used in computing the hours worked for overtime purposes and it is understood that nothing in the Article shall require payment for overtime hours not worked. If an employee is called to work while on approved vacation, they shall be paid at an overtime rate for all hours used.

In lieu of overtime, an ~~employe~~employee may accrue compensatory time. Compensatory time can only be earned after forty (40) hours of actual time worked.

(A) Compensatory time can be earned in increments of fifteen (15) minutes.
(B) Compensatory time must be used within three (3) months, unless approved by a supervisor.
(C) The maximum amount of compensatory time that can be accumulated is eighty (80) hours. Once an employee has accrued eighty (80) hours, they must take time off or will be paid at the overtime rate for any hours worked exceeding the normal 40 hour work week.
(D) Compensatory time must be used prior to exhausting any vacation leave or sick leave.
(E) All compensatory time shall be recorded on time sheets and approved by a supervisor.

Upon separation of employment, employees must be paid for all compensatory time accrued.

It is the responsibility of the Public Employer to maintain a list of employees eligible for overtime and to distribute the opportunity for overtime work equally among the employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or work area. It shall be understood that such distribution shall not increase the costs of the Public Employer's operations. For purposes of future assignment of overtime work, if an employee is scheduled for overtime but is unavailable because of sickness or vacation, he will be treated as if he worked and he will go to the bottom of the list.

13.3 An employee who has left his normal place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of three (3) hours of time at one and one-half (1-1/2) his regular rate. An employee who has clocked-out for the day, but has not left his normal place of work and is called back for overtime work shall be paid in increments of one (1) hour for such overtime in accordance with the above, provided that he shall receive a minimum payment of one hour at one and one-half (1-1/2) his regular rate if the minimum period of time (1 hour) is exceeded, the employee shall be receive a minimum payment of two (2) hours at one and one-half (1-1/2) his regular rate. If the employee continues working beyond a two (2) hour period, the employee shall receive a minimum payment of three (3) hours at one and one-half (1-1/2) his regular rate. Employees who have been called back to work on overtime and work more than three (3) hours shall be paid overtime in accord with the other provisions of Article 13. On call minimums shall only apply when the call in does not result in an overlap with normal work day schedules.

On-Call Communication Compensation (Non-Assigned Employees)

Employees who are not officially assigned to an on-call rotation but who are contacted outside their regular working hours for work-related purposes shall be eligible for compensation under the following conditions:

Compensable time shall include work-related phone calls, text messages, e-mails, or other direct communications requiring the employee to perform job-related duties or provide operational guidance.

For purposes of this section, an “off-duty period” is defined as the continuous time between the end of an employee’s scheduled work shift and the start of their next scheduled work shift.

For employees not scheduled to work on a given day, including weekends or scheduled days off, the off-duty period shall be defined as the twenty-four (24) hour period from 12:00 a.m. to 11:59 p.m. on that day.

For employees on flexible, rotating, or non-traditional schedules, the off-duty period shall be defined as the time between the end of one scheduled shift and the start of the next scheduled shift, as reflected in official departmental schedules.

Beginning July 1, 2026, time spent responding to such communications during a single off-duty period shall be tracked by the employee and may be aggregated. Multiple brief work-related contacts (e.g., five (5) minute calls) within the same off-duty period may be combined, and the total time shall be compensated in increments of fifteen (15) minutes. Any portion of a fifteen (15) minute increment worked shall be rounded up to the nearest increment.

Employees shall document the date, time, duration, and general nature of each work-related contact and submit such records in accordance with departmental payroll procedures.

All submitted time is subject to review and verification by management to ensure the legitimacy and accuracy of the claimed work performed.

Compensation for approved time shall be paid at the employee's applicable regular or overtime rate in accordance with the Fair Labor Standards Act (FLSA) and the provisions of this Agreement.

This provision shall not be construed as establishing an on-call assignment, nor shall it entitle the employee to on-call standby compensation unless formally assigned.

13.4 (a) No employee may authorize overtime for himself but shall be entitled to receive overtime as appropriately authorized by his supervisor. All overtime, unless emergency, shall be voluntary and no disciplinary action is to be brought against any employee refusing to work said voluntary overtime except the employer shall have the right to require non-emergency overtime of its employees where there are not enough employees volunteering to work the overtime shift, and further, provided that said overtime shall be distributed equally among employees in the bargaining unit. It is further understood that the Town of Orange Park has the right to schedule overtime work, as required, and in a manner most advantageous to the Town and consistent with the requirements of municipal employment in the public interest. Every effort will be made to schedule such overtime consistent with the wishes of the employee.

(b) When an employee is required to work during an emergency that is declared by the Town Manager, and normal Town business is suspended during the declared emergency, the employee shall be paid at the rate of two (2) times his or her regular rate of pay for all hours worked until the Town Manager declares that the emergency is over. In the event of a named storm as designated by the Mayor or Town manager, the employee shall be paid at the rate of two (2) times his or her regular rate of pay for all hours worked regardless of the actual hours worked in the forty (40) hour work week.

13.5 In accordance with Section 7(e)(5) of the Fair Labor Standards Act of 1938, as amended, any extra compensation provided under this Article shall not be included in determining any employee's regular rate of pay. In accordance with Section 7(h) of the Act, such extra compensation shall be creditable toward overtime payable under the Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

13.6 The Town will provide a hot meal or pay a meal allowance in the amount of eight dollars and fifty cents ($8.50) when an employee is required to work continuous overtime of more than four (4) hours beyond his regular shift.

13.7 When management deems it necessary, the basic work hours of an employee can be changed. Insofar as possible, the Town will notify the employee three (3) days in advance of any work schedule change. Employees that have vacation already approved in advance of any scheduling change will not be required to change their vacation plans unless a Town emergency exists and other alternatives are not reasonably available.

ARTICLE XIV

WAGES

14.1 Job titles are set forth in Appendix "A" and applicable pay rates ~~are set forth in Appendix "B"~~shall be issued by the Town on or before October 1st of each year during the term of this Agreement.

14.2(A) Entrance Salary Determination.

1. Original appointment to any position classification shall be made at the entrance rate and advancement from the entrance rate to maximum rate within a salary range shall be by successive percentage increases. Upon recommendation of the Department Head, the Town Manager may approve initial compensation at a higher rate than the minimum rate in the range for the position classification when the needs of the service make such action necessary.

(B) Advancement Within a Salary Range.

1. Upon satisfactory completion of a probationary period of one hundred and eighty (180) calendar days of continuous uninterrupted service after initial appointment or promotion, the entrance salary of the employee shall be advanced by three (3%) percent, unless the pay during the probationary period already exceeds the range, in which case there shall be no increase.

2. After an employee receives his percent increase upon satisfactory completion of the initial probationary period set forth above, the employee may be granted successive increases, until he reaches the maximum rate of pay for his position classification provided he receives a satisfactory or above rating from his Department Head. The Town Manager has authority to give lump sum compensation pay to those topped out in their pay grade. For the purposes of this plan, the date of last increase shall be the most recent date upon which any of the following actions occurred to an employee:

   (a) Date on which an employee received a merit percent increase. Cost of living adjustments or general increases shall not be considered as the date of last increase.

(C) Promotions

1. When an employee is promoted to a position classification with a higher base rate of pay, the pay rate of the promoted employee shall be at least seven (7%) percent over the rate received

immediately prior to promotion.

(D) Demotions;

1. Whenever an employee is demoted to a position for which he is qualified, The pay rate of the demoted employee will be reduced seven percent (7%) per grade, not to exceed fourteen percent (14%) if the demotion is for cause as provided in Article 9.

2. For purposes of determining whether or not the employee has satisfactorily completed his probationary period or has satisfactorily performed services for the Town for further percent increases, the Department Head shall notify the Town Manager in writing of the Department Head's evaluation, with his recommendation for any percent increase action. If the employee's performance has not been graded as satisfactory during the time period involved, the employee's increase may be delayed at the sole discretion of the Town pending improvement. Employees who have had their increase delayed may be reevaluated at any time provided improvements are noted by the Department Head. Employees who have had their increase delayed shall be reevaluated quarterly until improvement is noted. The employee shall be advised in writing as to the reason his increase was not granted at the usual time. The evaluation rating of an employee under this Article is within the sole discretion of the Town and is not subject to the grievance or arbitration procedures of the contract. However, employees who believe the Employer has not complied with the evaluation procedures above, may use utilize the grievance procedure contained within this ~~agreement~~Agreement.

14.3 ~~Any~~Beginning July 1, 2026, any employee covered by this Agreement who is temporarily required by the Town to perform the duties of any classification above his permanent classification shall receive pay at the rate of the higher classification~~, for eight (8) hours or more worked in that higher classification~~ in one standard work week or odd work week as defined in Article 13.1. The rate of pay for the higher classification shall be at the entry level rate for that position, or 5% above the employee's regular rate of pay; whichever is greater while so acting in that position. The pay shall be granted for only hours worked as an active supervisor. An active supervisor is any employee whose classification requires the supervision, training, or assignment of work to subordinates, and such employee shall receive compensation at a rate not less than five (5%) percent above the highest-paid subordinate.

14.4 As of the date of this Agreement, any longevity pay amount accumulated by an employee shall be converted into the employee's base pay figure in a manner that results in and equivalent level of total compensation to the employee. Following the date of this contract, no future longevity pay will be awarded to employees under this article.

14.5 (A) Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this Article.

(B) For the purpose of this Article, an employee is on standby if the employee has been directed to carry an Employer furnished electronic paging device, cell phone, or leave a telephone number so that employee can be reached, and the employee must be available to return to work within a reasonable time if called. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby.

(C) It is understood that the standby compensation shall be paid to each employee at the rate of one (1) hour at time and one-half for each day they are required to be on standby. Standby pay shall be paid no later than the end of the first pay period after the pay period in which the standby pay is earned. Water and sewer plant operators required to respond to any afterhours service needs related to the operation of the water and wastewater plants using electronic devices where they may be able to resolve without leaving their homes, shall receive standby pay at a rate of one and one quarter (1 ¼) hour at time and one-half. Employees on standby are required to respond promptly.

(D) Any employee who fails to comply with the provisions of this Section shall not be entitled to standby compensation for that day and shall be subject to discipline.

(E) Employees may arrange substitution of standby duty among themselves, provided the substitution is approved in advance by management.

14.6 Supplemental Pay

~~Any employee who holds a Commercial Driver's License (CDL) shall receive additional pay of $3.00 per hour.~~
Beginning January 1, 2026, any employee who holds a Commercial Driver's License (CDL) shall receive additional pay of $4.00 per hour and $1.00 per hour per additional CDL-related certification. The per CDL-related certification shall only apply when approved by the Town. The Supplement will only apply to positions that do not require CDL (see revised rate sheets with position adjustments that reflect CDL pay in revised pay scales).

Employees required to carry a cell phone for business purposes may be compensated monthly to offset work use on a personal cell phone. Employees may be subject to discipline if payment is made by the Town, but services are disconnected.

Employees are not eligible for Supplemental Pay while on FMLA, military leave or other extended absence from duty.

14.7 Effective October 1, 2025, the wage rates for all employees covered by this Agreement will be increased by four percent (4%) of their annual base salary for the period of October 1, 2025 through September 30, 2026. Effective October 1, 2026, and on each anniversary thereof during the term of this Agreement, the wage rates for all employees covered by this Agreement shall be adjusted based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-1984 = 100), for the immediately preceding fiscal year, defined as October 1 through September 30, as compared to the average CPI-U for the fiscal year immediately preceding that period. The percentage wage adjustment shall be equal to the percentage change in the CPI-U for such preceding month; provided, however, that in no event shall the wage increase be less than two and one-half percent (2.5%) nor greater than five percent (5%) for any such adjustment period. If the CPI-U is discontinued or materially altered, the parties shall meet and agree upon a comparable index. In the absence of agreement, the Town may implement a reasonably comparable replacement index, subject to the Union's right to grieve such determination under the grievance and arbitration procedure of this Agreement.

14.8 Any employee receiving a suspension or revocation of their CDL license or CDL-related certification is obligated to self-report it to Town Management immediately following suspension or revocation of his/her license or certification. Revocation or suspension of license or certification and/or failure to report such action will result in disciplinary action up to and including termination of said employee.

ARTICLE XV

SENIORITY AND CLASSIFICATION

15.1 It is understood that seniority is an employee's length of continuous service with the Town of Orange Park dating from his last date of hire.

15.2 Each employee shall be considered as a probationary employee for his first one hundred and eighty (180) calendar days of continuous service, after which his seniority shall date back to his date of hire. There shall be no seniority among probationary employees and they may be demoted, transferred, suspended, laid off, discharged or otherwise disciplined at the sole discretion of the Town of Orange Park, with no rights to the grievance or arbitration procedures contained in this Agreement. It is the understanding of the parties to this Agreement that the Town's right to discharge an employee during a probationary period does not apply in the instance of a promotion. In such cases, the Town may return the promoted employee to his former position, if during the first ninety (90) days following the promotion, the employee's performance is determined to be unsatisfactory. Such a decision to return the employee to his former position will be at the sole discretion of the Town and not subject to either grievance or arbitration.

15.3 In applying seniority under this Article, ability to perform the required work, attendance record, tardy record, and physical fitness shall be considered by the Department Head. When these factors are relatively equal, in the opinion of the Department Head, seniority governs.

Seniority shall govern only the following conditions:

(a) Recalls
(b) Vacation Period
(c) Transfer

15.4 Seniority shall not accumulate while an employee is on unauthorized leave of absence or absent while serving a suspension period.

15.5(A) In the event a vacancy occurs or a new job classification is created, it shall be filled by a qualified employee, when possible. Qualified shall mean a minimum of one (1) year in the present class.

(B) When two or more employees are being considered for promotion or other recognition and their qualifications and job performance, including attendance record and tardy record, are equal as evaluated by the employee's Department Head, the most senior employee shall be selected if all other factors are equal.

15.6 Decisions under this Article regarding the application of seniority and the evaluation of job qualifications shall not be subject to the grievance or arbitration procedures contained in this Agreement. However, the Town agrees that the Department Head will discuss employee concerns about the application of seniority and the evaluation of job qualifications under this article with affected employees upon written request.

ARTICLE XVI

WORKERS' COMPENSATION

16.1 Any employee of the Town who is temporarily disabled, as a result of an injury received in the course of employment with the Town shall be entitled to be compensated as provided herein. Said employee shall receive from the Town the amount to which he is entitled under the Workers' Compensation law, and the difference between said amount and amount of salary which said employee was receiving immediately prior to this injury shall be paid from the Town's funds beginning when the employee starts to receive Worker's Compensation benefits. If such disability continues for more than four (4) weeks from the pay period following the date of such injury, or has been medically determined to be of a nature which prevents the return to duty within said four (4) week period, the employee's pay shall be terminated at the end of said four (4) week period or date of medical determination that such employee will be unable to return to duty within said four (4) week period. The Town may at its option provide extensions beyond the four (4) week limitation as outlined herein. At the termination of the four (4) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Workers' Compensation law and by his entitlement to pension rights and sick leave benefits, if any.

16.2 If any such employee, who is physically able to return to work and does so, is receiving compensation for permanent partial disability under the Workers' Compensation law, the Town will pay from its funds the balance necessary for such employee to receive a sum equal to the salary of his position during such period as he continues to receive such compensation or permanent partial disability or until he is no longer employed by the Town.

16.3 In the event that any part or all of the foregoing sections 16.1 or 16.2 are declared invalid or unenforceable by a court of competent jurisdiction, then and in the event, this entire Article shall instantly be null and void and said entire Article shall be subject to renegotiation if requested in writing by either party to this contract within fifteen (15) days from the date of final judicial determination of said litigation.

16.4 Nothing in this Article shall require the Town to pay to the employee any supplemental benefits to workers' compensation benefits if the employee is ineligible to receive workers' compensation benefits. Employees shall be required to cooperate fully in processing claims for workers' compensation benefits.

ARTICLE XVII

EMPLOYEE BENEFITS

17.1 In the event of any employee's death, payment shall be made for any and all accrued overtime, vacation leave, earned holidays and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law, and only in the following sequence:

To the wife or husband;

To any child or children over the age of 18 or to the designated guardian if the child or children are under the age of 18;

To the father or mother;

Thereafter, to the designated administrator of the deceased employee's estate.

17.2 When an employee is required to use his personal automobile in the performance of his duties, he will be reimbursed for operating expenses at the rate per mile traveled as prescribed by Chapter 112, Florida Statutes, exclusive of mileage traveled to and from his work location.

17.3 The Town agrees to provide all bargaining unit employees the same group health plan and life insurance coverage as is provided to the general employees at the same contribution and premium levels

17.4 The Town agrees to continue the retirement plan covering its employees.

17.5 The Public Employer agrees to provide a payroll deduction process that is to be available to employees in the bargaining unit for various employees' Union benefits, provided the Town has the necessary computer memory capacity.

17.6 Any employee with two (2) years or more of service, who is laid off for any reason other than cause, as defined in Article 9, shall receive severance pay as outlined below:

Two years through nine years	Ten working days
Ten years or more	Fifteen working days

ARTICLE XVIII

SAFETY AND HEALTH

18.1 The Public Employer and the Union agree that they will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local laws. The Public Employer and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. To further this cooperation, the Union recognizes the Town has a Safety Committee and the Union has a desire to have input to this committee. To that end, the Union and Town agree to allow the Union or its members to bring items to the attention of the committee, either verbally or in writing.

18.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury and occupational hazards shall be provided by the Public Employer. Such devices and equipment may be improved from time to time by the Public Employer upon recommendations from the Public Employer's in-house safety representatives. Such protective devices, apparel and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to utilize safety devices shall be cause for disciplinary action.

18.3 If any employee is required to wear a uniform, protective clothing, work boot, or any type of protective device as a condition of employment, such uniform, protective clothing, work boot, or protective device shall be furnished by the employer (at a cost up to, but not exceeding, $~~150.00~~200.00 for work boots effective July 1, 2026) and the cost of maintaining the protective clothing in proper working condition shall be paid by the employer. Uniforms, where furnished, shall be worn while on the job only. Certain classifications may require more than one (1) uniform, protective clothing, work boot, or protective device per year, which may be approved by the Department Head or his designee.

18.4 ~~The~~Effective July 1, 2026, the Public Employer agrees to pay up to $~~75.00~~150.00 towards the cost of replacing or repairing an employee's prescription eyeglasses excluding contact lenses, broken or damaged during the performance of his assigned duties, provided that such breakage or damage did not result from normal wear and tear, carelessness, negligence, or misuse on the part of the employee, or his failure to use proper eye protective equipment where provided by the Public Employer. To qualify for coverage provided by this section, the employee must report the circumstances of such breakage or damage to the Department Head on the date of occurrence, who will forward same to the Town Manager. The Town Manager has the right to approve or disapprove payment under this section, based on the evidence provided by the employee and the Department Head.

18.5 The Public Employer agrees to pay all costs for any employee that

is required to attend a course of instruction, including time off in the nature of his present job or any future position that is established which demands that instruction be acquired.

18.6 Any bargaining unit employee who is operating a Town vehicle and is involved in an accident shall attend a defensive driving course. If there is a cost for such attendance, it shall be paid for by the employee if the employee is at fault. The employee will attend without loss of pay.

ARTICLE XIX

BULLETIN BOARDS

19.1 The Town shall provide the Union with a Bulletin Board standard in size, in each department.

19.2 The Union agrees that it shall use space on the Bulletin Board provided for in Section 19.1, for the posting of the following:

Notice of Union Meetings
Intra - Union Elections of Officers (not including representation elections)
Reports of Union Committees
Rulings and Policies of the Union
Recreational & Social Affairs of the Union
Notices of meetings by Public Bodies
Notices of ratification meetings.

In no event shall the Bulletin Board be used to post political material or controversial material which adversely reflects upon the Town, its independent agencies, its employees, elected officials, or any labor organization among its employees.

19.3 Copies of all materials or notices posted shall be submitted in writing to the Department Head before it can be posted on the Bulletin Board. All material or notices must bear the signature of the Business Manager and said signature must be dated.

19.4 Failure of the Business Manager to follow the procedure for the proper posting of material and notices on the Bulletin Board may result in the material or notices being removed from the Bulletin Board by the Town, and suspension of all Bulletin Board privileges.

ARTICLE XX

JURY AND WITNESS DUTY

20.1 Any employee in the bargaining unit who is summoned to perform jury service during his normal working hours in any court (City, Federal or County) shall be granted leave with pay for the time he is absent from work as a result of fulfilling his jury duty obligation. The employee summoned as a juror shall attach a copy of this summons to the Leave of Absence Request. An employee who is released from jury duty prior to four (4) hours from his normal end of the workday, shall be required to report to his work site within one and one-half (1-1/2) hours after his release and any money or fees will be signed over to the Town, excluding mileage.

20.2 An employee subpoenaed as a witness, including personal litigation, shall be granted leave without pay to appear and testify pursuant to the subpoena. If the employee is released from the subpoena prior to the expiration of four (4) hours from his normal starting time for that work day, he shall be required to report to his work site within one and one-half (1-1/2) hours after his release from such subpoena.

20.3 Any court proceeding of a personal nature will not be subject to this Article.

ARTICLE XXI

TIME OFF FOR VOTING

21.1 On any election day, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open one (1) hour before or one (1) hour after the regular scheduled work period, it shall be considered sufficient time for voting.

ARTICLE XXII

MILITARY LEAVE

22.1 Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, consistent with Florida Statute. Employees requesting leave for this purpose are required to notify their Department Head as soon as possible and to provide an official set of orders that sets forth the dates of such duty.

ARTICLE XXIII

PERSONNEL RECORDS

23.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies, at his own expense, of any item contained in his official personnel file.

23.2 As set forth in Article 9, employees shall have the right to file a written response to any letter of reprimand or other document which is placed in the employee's official personnel file, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter or reprimand or other document against which it is directed.

ARTICLE XXIV

FAMILY AND MEDICAL LEAVE

24.1 Benefits such as seniority, sick leave or vacation leave, do not accrue during unpaid Family and Medical Leave Act leave. Benefits accrued at the time leave began are available upon return from leave.

Employees shall be required to substitute paid leave which the employee has accrued under this Agreement for qualified Family and Medical Leave Act leave.

24.2 The Town's Family and Medical Leave Policy shall apply to bargaining unit employees.

ARTICLE XXV

COMPLIANCE WITH FEDERAL AND STATE LAWS

25.1 Nothing in this ~~agreement~~Agreement shall prevent the Town from complying with federal and state laws. For example, the Town shall have the right to take whatever steps necessary to accommodate a qualified applicant or bargaining unit employee with a disability, including, but not limited to, job restructuring by reallocation or redistributing job functions, altering when and how essential job functions are performed, establishing policies or reassigning the individual to a vacant position, regardless or any other provision of this Agreement.

ARTICLE XXVI

BEREAVEMENT LEAVE

26.1 All non-probationary employees may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall not exceed three (3) work days. Requests for time off shall be submitted in writing to the employee's Department Head or his designee.

26.2 The employee's immediate family is defined as the employee's father, mother, step-parents, spouse, children, brother, sister, ~~father-in-lay~~father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of employee or spouse, and grandchildren.

26.3 Management shall, require the employee to verify the employee's relationship to the deceased and to provide proof of death before the employee will be entitled to paid bereavement leave.

26.4 Employees covered by this Agreement may be granted up to four (4) hours funeral leave, without loss of pay, to either attend or serve as an active pallbearer at the funeral of a co-worker, provided the release of the employee does not seriously interfere with the operation of the Public Employer.

26.5 If the employee requires additional time to attend to matters related to the death of a member of the employee's immediate family, the Employer may permit the employee to use a reasonable period of vacation leave time.

ARTICLE XXVII

UNION TIME POOL

27.1 All members of the bargaining unit who are not on probation as new employees may contribute 4 or more hours per year (either from personal leave hours, or compensatory time banks) to the union time pool. Provided that the maximum number of hours which may be accumulated in the pool under this Article is 240 hours.

27.2 This leave will be computed and placed in a bank on the 1st of October each year.

~~27.3~~ ~~The Town Manager shall have the discretion to grant or deny use of pool time.~~

~~27.4~~27.3 Union time pool hours not expended during the previous year will be compounded onto the new bank of hours beginning October 1 of each year, provided the maximum accumulation ~~set forth in Section 27.1~~of 240 hours is not exceeded.

27.5 The Town shall have the right to review this Article each year and to eliminate union time pool if it becomes an excessive administrative burden to the Town.

ARTICLE XXVIII

SEVERABILITY

28.1 If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect thereof, such findings shall not affect the remainder of this ~~agreement~~Agreement, and all other terms and provisions shall continue in full force and effect. Upon any such judicial determination the Public Employer and Local 630 will promptly negotiate and endeavor to reach an agreement upon a substitute for the provision or provisions found to be invalid.

ARTICLE XXVIV

SAVING CLAUSE

29.1 The Public Employer and the Union retain all rights, powers and functions they had prior to the signing of this contract, except as such rights are specifically relinquished or abridged in this contract. The Union agrees that it will abide by all the laws and ordinances of the Town of Orange Park, the State of Florida and the United States of America.

ARTICLE XXX

ENTIRE AGREEMENT

30.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Public Employer and the Union, for the duration of this Agreement, as provided in Chapter 447, Florida Statutes, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this ~~agreement.~~Agreement. This Article shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

ARTICLE XXXI

DURATION

31.1 This Agreement shall be effective as of the 1st day of October, ~~2019~~2025, and shall remain in full force and effect until midnight on the 30th day of September, ~~2022. If either party desires to renegotiate this Agreement, it may do so by giving the other party written notice to that effect. Such notice must be received by the other party not less than ninety (90) days nor more than one hundred-fifty (150) days prior to October of each year. Each party shall have the right to reopen four (4) Articles of its choice. No other item or provision of this Agreement shall be a proper subject for bargaining during such bargaining sessions.~~2028.

31.2 Section 17.3 as concerns health and hospital insurance coverage, shall be subject to reopener by either party.

31.3 Article XIII, entitled Hours of Work & Overtime Payment, shall be subject to reopener by either party in the event that the Federal Fair Labor Standards Act of 1938 is amended with respect to overtime payment to public employees or the provisions of this Agreement concerning overtime payment should otherwise become inconsistent with federal law or regulation.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have set their signatures this _____ day of _____, ~~2024~~2025.

FOR THE UNION

_____
Ronnie M. Burris
Business Manager

FOR THE TOWN OF ORANGE PARK

_____
~~Sarah Campbell~~Gary Goble
Town Manager

_____
~~Randy Anderson~~Winnette Sandlin
Mayor

APPENDIX A

TOWN OF ORANGE PARK
CLASSIFICATION PLAN

TITLE

Building & Grounds Worker
Equipment Operator I
Equipment Operator II
Equipment Operator III
Lead Equipment Operator
Laborer
Maintenance Mechanic I
Maintenance Mechanic II
Maintenance Mechanic III
Lead Maintenance Mechanic
Vehicle Mechanic I
Vehicle Mechanic II
Vehicle Mechanic III
Lead Vehicle Mechanic
Utility Trainee
Utility Field Tech I
Utility Field Tech II
Utility Field Tech III
Lead Utility Field Tech
Utility Operator I
Utility Operator II
Utility Operator III
Utility Operator IV
Lead Utility Operator

(Deleted graphics) **Appendix B**

Positions and Pay Ranges for LIUNA Local 630

Effective October 1, 2023

Pay Grade	Primary Position	Entry	Midpoint	Maximum
102	Laborer	$28,979	$37,064	$45,147.76
103	Building & Grounds Maintenance	$31,009	$39,660	$48,312.80
104	Utility Trainee	$33,179	$42,435	$51,690.35
104	Vehicle Mechanic I			
104	Equipment Operator I			
105	Maintenance Mech I	$35,501	$45,405	$55,309.38
105	Equipment Operator II			
105	Utility Field Tech I			
105	Vehicle Mechanic II			
106	Maintenance Mech II	$37,987	$48,583	$59,180.63
106	Utility Field Tech II			
106	Equipment Operator III			
106	Vehicle Mechanic III			
107	Utility Field Tech III	$40,645	$51,984	$63,322.34
107	Lead Equipment Opr.			
107	Lead Maintenance Mech.			
108	Lead Utility Field Tech	$43,491	$55,624	$67,757.05
109	Lead Vehicle Mechanic	$46,535	$59,518	$72,500.86
110	Utility Operator I (Single C)	$65,021	$74,774	$84,527.04
111	Utility Operator II	$68,272	$78,513	$88,753.39
112	Utility Operator III	$71,523	$82,251	$92,979.74
113	Utility Operator IV (B & C)	$74,774	$85,990	$97,206.10
114	Lead Utility Operator	$76,941	$88,482	$100,023.66

Employees shall receive annual increases of 3% from starting salary to maximum pay, subject to acceptable performance reivews.

Effective 10/1/23	a COLA equal to the CPI for the Southern region for the previous eleven months from August 31 shall be adopted. Regardless of the amount of the CPI, the COLA would be no higher than five (5) percent.
Effective 10/1/24	a COLA equal to the CPI for the Southern region for the previous eleven months from August 31 shall be adopted. Regardless of the amount of the CPI, the COLA would be no higher than five (5) percent.

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I. INTRODUCTION

The Town of Orange Park (the "Town") acknowledges the problem of substance abuse in our society. It is a serious and pervasive problem that threatens the health and safety of our employees, our community and our government.

Unlike many other debilitating and ~~life-threatening~~life-threatening afflictions, drug abuse usually begins voluntarily. Drug abuse, while directly impacting the individual, has a harmful influence on the individual's family, friends, co-workers, employer and the community. In addition to the emotional costs, drug abuse can affect employee safety and robs government of time and productivity. For these reasons, we are introducing a new drug abuse policy to help ensure you will have a workplace free from drugs.

This policy is designated to provide you with information to understand and recognize drug abuse. We believe this is the first step toward eliminating such abuse. By fighting substance abuse and enlisting your assistance here and at home we believe we can effectively prevent any problem in our Town.

We recognize the valuable role of prescription drugs when taken under the direction of a physician and administered responsibly. However, the Town ~~of Orange Park~~ also recognizes the potential problem posed by irresponsible use. The abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances. The Town ~~of Orange Park~~ appreciates the service and loyalty of our employees. We believe this program demonstrates a balance between our respect for individual privacy with our need to keep a safe, productive, drug-free work environment.

II. PURPOSE

~~In an effort to~~To meet its commitment to public and employee safety and to eliminate future substance abuse related costs from its operations, the Town ~~of Orange Park~~ has established a policy to test employees for drugs (including alcohol) and to encourage and aid the Town's employees in overcoming drug dependency problems. The Town ~~of Orange Park~~ is committed to a drug-free ~~work place~~workplace and a drug-free work force. The Town's Policy (defined below) is not directed at employee conduct off the job, unless that conduct effects on-duty performance. As a condition of employment, all employees are required to fully comply with the provisions of the Town's Substance Abuse Policy. All employees shall receive and be asked to read the Town's Policy ~~with regard to~~regarding alcohol and drug usage and sign a statement indicating their understanding of the Policy.

The ~~Town of Orange Park's~~Town's Substance Abuse Policy (the "Policy") fully comports with Chapter 440, Florida Statutes as well as the Workers' Compensation Drug Testing Rules enacted by the Department of Labor and Employment Security, Division of Worker's Compensation, for the State of Florida (hereinafter referred to as the "Division"). This ~~policy is~~Policy also ~~designed to comply~~complies with the Federal Highway Administration ("DOT") Controlled Substances and Alcohol Use and Testing Rules. Questions concerning the application or interpretation of the Policy should be directed to the Personnel Manager.

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III. RULES OF CONDUCT

The Town ~~of Orange Park~~ strictly prohibits its employees from being on duty and possessing, using, distributing or being under the influence of alcohol, marijuana, or any drug not prescribed for the employee. Further, the Town ~~of Orange Park~~ prohibits its employees from misusing alcohol or possessing, using or distributing drugs off the job to the extent that any off-duty possession, use or distribution impacts upon their effectiveness and ability to perform their employment duties, or adversely affects the interests of the Town ~~of Orange Park~~.

The penalty for violation of ~~the Town of Orange Park's Substance Abuse~~this Policy may result in termination of employment or some other form of discipline which the Town, in its discretion, deems appropriate, and loss of workers' compensation benefits.

General Prohibitions ~~On~~on Alcohol and Other Controlled Substances Use Applicable to Commercial Drivers

A. Controlled Substances or Drugs. No ~~commercial driver~~Commercial Driver shall report for duty or remain on duty requiring the performance of ~~safety-sensitive functions when the driver uses any controlled substance~~Safety-Sensitive Functions when the Employee uses or is under the influence of any Controlled Substance and/or Prescription Medication, except when the use is pursuant to the instructions of a physician who has advised the ~~driver that the substance~~Employee that the Controlled Substance and/or Prescription Medication does not adversely affect the ~~driver's~~Employee's ability to safely operate a ~~commercial motor vehicle~~Commercial Motor Vehicle. Furthermore, no ~~driver~~Employee shall report for duty, remain on duty, or perform a ~~safety-sensitive function, if the driver~~Safety-Sensitive Function, if the Employee tests positive for ~~controlled substances~~Controlled Substances and/or Prescription Medication, without documentation from Employee's physician regarding the effects of said Controlled Substances and/or Prescription Medication.

B. Alcohol. No ~~commercial driver~~Commercial Driver shall report for duty or remain on duty requiring the performance of ~~safety-sensitive functions~~Safety-Sensitive Functions while having an ~~alcohol~~Alcohol concentration of 0.04 or greater. No driver shall be on duty or operate a ~~commercial motor vehicle~~Commercial Motor Vehicle while the ~~driver~~Employee possesses ~~alcohol~~Alcohol, unless the ~~alcohol~~Alcohol is manifested and transported as part of a shipment. No ~~driver~~Employee shall use ~~alcohol~~Alcohol while performing ~~safety-sensitive functions~~Safety-Sensitive Functions or within four (4) hours after using ~~alcohol~~Alcohol. Finally, no ~~driver~~Employee required to take a ~~post-accident alcohol test~~post-Accident Drug Test as described in this Policy shall use ~~alcohol~~Alcohol for eight (8) hours following the accident or until he/she undergoes a ~~post-accident alcohol test~~post-Accident Drug Test, whichever occurs first.

C. Refusal to Submit. No ~~commercial driver shall refuse to submit to a post-accident alcohol or controlled substance test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substance test.~~Commercial Driver shall Refuse to Submit to any Drug Test under this Policy. Refusal to Submit to submit to any Drug Test under this Policy shall be grounds for discipline up to and including termination.

IV. DEFINITIONS

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~~For the purpose of construing the Town of Orange Park's Substance Abuse Policy, the~~The following definitions apply to this Policy:

1. "Accident" means self-injury, unexplained damage to equipment or property, or an accident involving a commercial motor vehicle that results in the loss of human life, or that results in the receipt of a citation under State or local law for a moving traffic violation arising from the accident.

2. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.

3. "Chain-Of-Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing and reporting of test results.

4. "Collection Site" means a place where individuals present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs.

5. "Collection Site Person" means a person provided by an approved ~~laboratory~~Laboratory who instructs and assists individuals at a collection site and who receives and makes an initial examination of the specimen provided by those individuals.

6. "Commercial Driver" means any person who operates a commercial motor vehicle and who is required to hold a ~~commercial driver's license~~Commercial Driver License. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermediate or occasional drivers; leased drivers; and independent, owner/operator drivers.

7. "Commercial Driver License" ~~or "CDL"~~ means a Class A, Class B, or Class C ~~driver's~~drivers license issued in accordance with the requirements of Chapter 322, Florida Statutes.

8. "Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

    a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

    b. Has a gross vehicle weight rating of 26,001 or more pounds; or

    c. Is designed to transport sixteen (16) or more passengers, including the driver; or

    d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation

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Act and which require the motor vehicle to be placarded under the Hazardous Materials regulations.

9. "Confirmation Test," or "Confirmed Test,~~" or "Confirmed Drug Test~~" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure, and must be capable of providing requisite specificity, sensitivity and quantitative accuracy. The confirmation test for alcohol will be gas chromatography and the confirmation test for all other drugs will be gas chromatography/mass spectrometry.

10. "Controlled Substance" ~~is synonymous with the term "Drug" as defined herein.~~means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription issued in the name of the employee by a licensed health care practitioner.

~~11. "Division" means the Division of Workers' Compensation of the Department of Labor and Employment Security of the State of Florida.~~

~~12~~11. "Drug" means alcohol, including a distilled spirit, wine, a malt beverage or an intoxicating liquor; ~~an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug~~Controlled Substance; Nonprescription Controlled Substance; Nonprescription Medication; Prescription Medication; or a metabolite of any of the substance listed herein. Claims of CBD use shall never be acceptable for a positive ~~cannabinoid or THC test~~Drug Test.

~~13~~12. "Drug ~~Test", "Substance Abuse Test", "Drug Screen", or "~~Test" means any chemical, biological or physical instrumental analysis in conformity with this policy, administered for the purpose of determining the presence or absence of a drug (including Alcohol) or its metabolites.

The Town will test for cocaine (including crack), amphetamines (including biphetamine, desoxyn, dexedrine), opiates (including paregoric, parepetolin), phencyclidine (PCP), and cannabinoids (including marijuana, hashish) or their metabolites during all testing. In addition, the Town will test for alcohol during reasonable suspicion, and post-accident testing. The Town may test for any other drug when it is necessary, or when required by state and federal laws.

~~14~~13. "Employee" means a person who works for salary, wages, and other remuneration for the Town of Orange Park.

~~15~~14. "Employer" refers to the Town of Orange Park, an entity that employs individuals in Florida and is covered by the Florida Workers' Compensation Act.

~~16. "GC" means gas chromatography. "GC/MS" means gas chromatography/mass spectrometry.~~

~~17~~15. "Initial Drug Test" means a sensitive, rapid and reliable procedure to identify negative and presumptive positive specimens. All initial tests for drugs other than alcohol shall use an immunoassay, the initial test for alcohol shall be an enzyme oxidation methodology.

~~18~~16. "Job Applicant" means a person who has been offered a safety-sensitive position with the Town ~~of Orange Park~~, conditioned upon his/her passing a Substance Abuse test.

~~19~~17. "Laboratory" means a facility, inside or outside the State of Florida, certified by the United States Department of Health and Human Services or licensed and approved by the Agency for Health Care Administration to analyze specimens for the detection of drugs.

~~20~~18. "Medical Review Officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, ~~laboratory~~Laboratory testing procedures, and ~~chain of custody~~Chain-Of-Custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an ~~employee's~~Employee's positive test result in relation to the ~~employee's~~Employee's medical history or any other relevant bio-medical information.

~~21~~19. "Nonprescription Controlled Substance" means amphetamines; ~~cannabinoids;~~ cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs obtained without a prescription.

~~22~~20. "Nonprescription Medication" means a medication that is authorized pursuant to state or federal law for general distribution and use without a prescription in the treatment of human disease, ailments or injuries.

~~23~~21. "Prescription Medication" means a drug or medication obtained pursuant to a prescription as defined by Florida Statutes.

~~24~~22. "Reasonable Suspicion Drug Testing" means ~~drug testing~~Drug Testing (including alcohol) based on a belief that an ~~employee~~Employee is using or has used drugs in violation of the ~~employer's~~Employer's policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon a report of drug use, provided by a reliable and credible source, or information that an ~~employee~~Employee has been involved in an accident while at work.

~~25~~23. "Reason ~~to~~To Suspect" means an articulable belief that an ~~employee~~Employee possesses or uses drugs or alcohol at the workplace, is intoxicated or impaired by drugs (including alcohol), based on specific and particularized facts and reasonable inferences drawn from those facts in light of experience.

~~26~~24. "Refuse to Submit" to a drug or alcohol test means that an ~~employee~~Employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of this Policy; (2) fails to provide adequate urine for alcohol and controlled substances testing without a valid medical explanation after he or she has received notice of this policy; or (3) engages in conduct that clearly obstructs the testing process.

~~27~~25. "Safety-Sensitive Function" means a position in which a drug or alcohol impairment constitutes an immediate and direct threat to public health or safety

and any of the on-duty functions set forth in 49 CFR Section 382.107 and Section 440.102 (1) (o), Florida Statutes.

~~28~~26. "Specimen" means a blood or urine sample of the human body capable of revealing the presence of drugs (including alcohol) or their metabolites.

~~29~~27. "Threshold Detection Level" means the level at which the presence of a drug (including alcohol) can be reasonably expected to be detected by an initial and a confirmatory test performed by a ~~laboratory~~Laboratory that meets standards established herein. The threshold detection level indicates the level at which a valued conclusion can be drawn that the drug or alcohol is present in the ~~employee's~~Employee's sample.

V. NOTICE OF IMPLEMENTATION OF THE TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY

~~The implementation of the Substance Abuse Policy, contained within the confines of this document,~~This Policy constitutes general notice to all ~~employees~~Employees of the Town ~~of Orange Park~~ that each individual is required, as a condition of their continued employment with the Town, to fully comply with the provisions of ~~the Substance Abuse~~this Policy, and to fully cooperate with the implementation and enforcement of the Policy, including execution of the necessary authorization form.

The implementation of this Policy further constitutes general notice that all ~~employees~~Employees of the Town ~~of Orange Park~~ may be required to submit to ~~drug~~Drug Testing (including ~~alcohol)~~ testing for the presence of Alcohol) without further notice~~, any time after July 14, 1992~~.

The Town and the Union agree that all current positions within the Bargaining Unit engage in Safety-Sensitive Functions, or may be required to engage in Safety-Sensitive Functions, while on duty.

A copy of this Policy is posted on the bulletin board and copies will be made available upon request at the personnel office.

VI. TYPES OF TESTING

The Town ~~of Orange Park~~ reserves the right to conduct the following types of drug testing:

A. Job Applicant Substance Abuse Testing;

B. Current Employee Substance Abuse Testing;

1. Routine Fitness-For-Duty Testing;

2. Reasonable Suspicion Testing;

3. Post-Accident Testing;

4. Random Testing of ~~employees in safety-sensitive positions~~Employees in Safety-Sensitive Functions; and,

5. Follow-Up Testing.

Both ~~job applicant~~Job Applicant and current ~~employee~~Employee testing procedures shall provide for a second, ~~confirmation test~~Confirmation Test of the remaining portion of an applicant/~~employee's~~Employee's initially tested specimen in the event that the results of that individual's initial ~~substance abuse test~~Drug Test registers a positive result. The ~~confirmation test~~Confirmation Test shall be based upon a different scientific principle than that of the initial test. The Town ~~of Orange Park~~ shall require that a ~~confirmation test~~Confirmation Test be conducted upon all specimens registering a positive result prior to initiating any course of disciplinary action against the specimen provider relating to the results of said same initial screening test.

The scope and description of each particular category of testing that the ~~Town of Orange Park's~~Town's Substance Abuse Policy encompasses is elicited in further detail below~~;~~.

A. Job Applicant Testing. The Town ~~of Orange Park~~ requires all individuals employed by the Town to be free of alcohol and drugs. All applicants who are extended a conditional offer of employment, in ~~safety-sensitive positions~~Safety-Sensitive Functions only, will be required to submit to a drug and alcohol screen. A ~~job applicant's~~Job Applicant's refusal to submit to a pre-employment drug test shall constitute a basis for the ~~Town of Orange Park's~~Town's refusal to hire that individual. Prospective employment candidates will be provided notice of the test and assurance that highly reliable testing procedures will be used. Prior to and after testing, applicants are given an opportunity to confidentially report to a Medical Review Officer the use of any ~~prescription or nonprescription medicines~~Prescription or Nonprescription Medicines which may alter their test results by filling out a form. Additionally, applicants may consult with a Medical Review Officer for any further technical information regarding such medications. No commercial driver shall perform ~~safety-sensitive functions~~Safety-Sensitive Functions unless the driver has received a controlled substances test result indicating a verified negative test result and an alcohol test result of less than 0.04. If a ~~job applicant's~~Job Applicant's alcohol test result indicates an alcohol content of 0.02 or greater but less than 0.04, the applicant will not be allowed to perform ~~safety-sensitive functions~~Safety-Sensitive Functions for a period of not less than twenty-four (24) hours following administration of the test.

All ~~job applicants~~Job Applicants' prospects of employment with the Town ~~of Orange Park~~ will be conditioned upon their being qualified for work and any individual who tests positive for ~~controlled substances~~Controlled Substances will not be considered qualified for employment with the Town ~~of Orange Park~~.

The results of the ~~laboratory test~~Drug Test shall be restricted to whether or not the applicant's specimen tested positive for ~~controlled substances~~Controlled Substances, the particular drug involved and the amount found within the specimen tested.

B. Current Employee Testing. In addition to requiring prospective employment candidates to submit to substance abuse screening, the Town ~~of Orange Park~~ will utilize the following categories of employment related testing for its ~~employees~~Employees:

1. Routine Fitness-For-Duty Testing. The Town ~~of Orange Park~~ may require all of its ~~employees~~Employees to submit to drug testing which is conducted as part of a routinely scheduled ~~employee~~Employee fitness-for-duty medical examination where the testing is determined to be job-related and consistent with business necessity.

2. Reasonable Suspicion Testing. The Town ~~of Orange Park~~ shall require an ~~employee~~Employee to submit to ~~a drug screening~~Reasonable Suspicion Drug Testing whenever there is ~~reasonable suspicion to believe that an employee~~Reason to Suspect that an Employee is under the influence of, or otherwise using a ~~controlled substance. Reasonable suspicion requires an articulable belief by management that an employee possesses or uses controlled substances at the workplace and is either intoxicated or impaired by such substances.~~Drug.

The standard for ~~reasonable suspicion testing~~Reason to Suspect and does not require an overwhelming burden of proof. Where supervisors can reasonably conclude that there are objective facts indicative of the use of a ~~prohibited substance~~Drug, there is sufficient justification for testing. Among other things, such facts and inferences may be based upon:

(1) Observable phenomena while at work, such as direct observation of ~~drug~~Drug use or of the physical symptoms or manifestations of being under the influence of a ~~drug~~Drug.

(2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

(3) A report of ~~drug~~Drug use, provided by a reliable and credible source.

(4) Evidence that an individual has tampered with a ~~drug test~~Drug Test during his/her employment with the current ~~employer~~Employer.

(5) Information that an ~~employee~~Employee has caused, contributed to, or been involved in an accident while at work.

(6) Evidence that an ~~employee~~Employee has used, possessed, sold, solicited, or transferred ~~drugs~~Drugs while working or while on the ~~employer's~~Employer's premises or while operating the ~~employer's~~Employer's vehicle, machinery, or equipment.

The Town shall promptly document the circumstances which formed the basis for the ~~reasonable suspicion~~Reason to Suspect.

The Town has the right to search lockers, handbags, lunch boxes, other containers, or other personal effects of ~~employees~~Employees at any time provided the Town has reasonable suspicion to believe that an ~~employee~~Employee possesses or is under the influence of ~~drugs~~Drugs. An ~~employee's~~Employee's refusal to cooperate with a search may be treated as serious insubordination that warrants immediate discipline including discharge.

If the ~~employee is a commercial driver~~Employee has a CDL, special rules apply ~~with regard to reasonable suspicion testing~~regarding Reasonable Suspicion Drug Testing. The required observations ~~for alcohol and/or controlled substances reasonable suspicion testing shall be made~~ by a supervisor or Town official who is trained in such observations, as provided ~~for both~~ herein and in relevant Department of Transportation ~~regulations. A determination of reasonable suspicion~~Regulations, in order to establish the presence of a Reason to Suspect. A Reason to Suspect must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the ~~employee~~Employee. The observations may include indications of the chronic and withdrawal effects of ~~controlled substances~~Drugs. The person who makes the Reason to Suspect determination ~~that reasonable suspicion exists~~ to conduct ~~an alcohol test~~Reasonable Suspicion Drug Testing, shall

not conduct the ~~alcohol test of the employee. With respect to alcohol testing of employees~~ Reasonable Suspicion Drug Testing of the Employee. With respect to Reasonable Suspicion Drug Testing of Employees with a CDL, a written record shall be made of the observations leading to the test, signed by the supervisor or Town official who made the observations, within 24 hours of the observed behavior or before the results of the Reasonable Suspicion Drug Testing are released, whichever is earlier.

With respect to a Reason to Suspect Alcohol use or influence of Employees holding ~~commercial drivers' licenses~~a CDL, the observations required under this ~~section~~Section must be made during, just preceding, or just after the period of the work day that the ~~employee~~Employee is required to be in compliance with this ~~policy~~Policy. An ~~employee~~Employee holding a ~~commercial driver's license~~CDL may be required to undergo ~~reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions~~Reasonable Suspicion Drug Testing, stemming from a Reason to Suspect Alcohol use or influence, while the Employee is performing Safety-Sensitive Functions, just before the ~~employee~~Employee is to perform ~~safety-sensitive functions~~Safety-Sensitive Functions, or just after the ~~employee~~Employee is to perform ~~safety-sensitive~~Safety-Sensitive functions. The Town ~~of Orange Park~~ shall make all reasonable effort to administer ~~an alcohol test to employees~~the Reasonable Suspicion Drug Testing to Employees holding a ~~commercial driver's license~~CDL within two (2) hours following the Reason to Suspect determination ~~of reasonable suspicion~~, and in no event will ~~an alcohol test~~Reasonable Suspicion Drug Testing under this ~~section~~Section be conducted beyond eight (8) hours of the Reason to Suspect determination ~~of the reasonable suspicion. If the alcohol test~~. If the Reasonable Suspicion Drug Testing is not administered within two (2) hours of the above determination, a record stating why the alcohol test was not administered within this time frame must be prepared and maintained. ~~With respect to controlled substances reasonable suspicion testing of commercial driver's license holders, a written record shall be made of the observations leading to the test, signed by the supervisor or Town official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.~~

3. Post-Accident Testing. The Town ~~of Orange Park~~ shall automatically require ~~substance abuse testing~~Drug Testing for any ~~employee~~Employee injured while on-duty, whether on or off the Town premises, unless the ~~employee's~~Employee's performance can be thoroughly eliminated as a cause or contributing factor in the ~~accident~~Accident.

~~Post-accident testing is essentially~~Post-Accident Drug Testing is similar to ~~reasonable suspicion testing~~Reasonable Suspicion Drug Testing in that, absent a valid explanation for the ~~accident~~Accident, testing shall be required. However, ~~due to the fact that the Town of Orange Park's~~since the Town's concern for its workforce is paramount, it may be necessary to administer the appropriate medical treatment prior to obtaining specimens for testing. If the required specimens can be obtained at a medical treatment facility which is not a designated ~~collection site~~Collection Site, a physician, physician's assistant, registered nurse, nurse practitioner, licensed practical nurse, certified paramedic or licensed ~~collection site person~~Collection Site Person may collect the specimens. If such an individual is not present, the injured ~~employee~~Employee, as soon as is medically permissible, shall be transported to a designated ~~collection site~~Collection Site to produce the required specimens.

If an ~~employee~~Employee possessing a ~~CDL~~Commercial Driver License has a vehicular accident while operating a commercial vehicle, that ~~employee must be tested for alcohol and controlled substances~~Employee must be Drug Tested, as soon as is practicable, if the ~~accident~~Accident results in the loss of human life, or if the ~~driver~~Employee receives a citation under state or local law for a moving traffic violation arising from the ~~accident. The Town of~~

~~Orange Park shall make all reasonable effort to administer an alcohol test to employees holding a commercial driver's license within two (2) hours following the determination of reasonable suspicion, and in~~ Accident.

~~no event will an alcohol test under this section be conducted beyond eight (8) hours of the determination of the reasonable suspicion. If the alcohol test is not administered within two (2) hours of the above determination, a record stating why the alcohol test was not administered within this time frame must be prepared and maintained. Additionally, in~~In no event will a ~~controlled substances test~~Drug Test under this ~~section~~Section be administered more than thirty-two (32) hours following an ~~accident~~Accident. If a controlled substance test is not administered within thirty-two (32) hours following an accident, a record stating why the ~~controlled substance test~~Drug Test was not administered within this time frame will be prepared and maintained. All ~~drivers~~Employees who are subject to ~~post-accident drug testing~~post-Accident Drug Testing shall remain readily available for such testing unless medically unable to do so. However, this shall not be construed to require the delay of necessary medical attention for injured people following an ~~accident~~Accident or to prohibit the ~~driver~~Employee from leaving the scene of an ~~accident~~Accident for the period of time necessary to obtain assistance in responding to the ~~accident~~Accident, or to obtain necessary emergency medical care.

4. Random Testing. The Town ~~of Orange Park~~ reserves the right to conduct random ~~substance abuse testing~~Drug Testing upon any or all of its ~~employee~~Employee workforce engaged in ~~safety-sensitive positions~~Safety-Sensitive Positions at any time without prior notice.

Town ~~of Orange Park employees~~Employees who hold ~~commercial driver's licenses~~Commercial Driver License shall be subject to ~~random alcohol testing~~Drug Testing to the extent that a minimum of fifty (50) percent of the average number of ~~commercial driver~~CDL positions covered by this ~~policy~~Policy will be tested on an annual basis. The minimum annual percentage rate for random ~~controlled substance testing~~Drug Testing shall be fifty (50) percent of the average numbers of ~~commercial drivers~~Employees with CDLs covered by this ~~policy. An employee~~Policy. An Employee possessing a ~~CDL~~Commercial Driver License shall only be tested for ~~alcohol~~Alcohol while the ~~employee~~Employee is performing ~~safety-sensitive functions~~Safety-Sensitive Functions, just before the ~~employee~~Employee is to perform ~~safety-sensitive functions~~Safety-Sensitive Functions, or just after the ~~employee~~Employee is to perform ~~safety-sensitive functions~~Safety-Sensitive Functions, whereas random drug testing on ~~employees~~Employees holding ~~CDL's~~a Commercial Driver License can be performed at any time. The selection of ~~employees with commercial driver's licenses~~Employees with Commercial Driver License for random ~~alcohol and controlled substances testing~~Drug Testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with ~~employees~~Employees' social security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each such ~~employee~~Employee possessing a ~~CDL~~Commercial Driver License shall have an equal chance of being tested each time selections are made. Each ~~driver~~Employee who is notified of selection for random ~~alcohol and/or controlled substances testing~~Drug Testing must proceed to the test site immediately or, if performing a ~~safety-sensitive function~~Safety-Sensitive Function at the time of notification, the ~~driver~~Employee shall safely cease from such function and proceed to the testing site as soon as possible.

5. Return-to-Duty Testing. Any ~~covered employee~~Employee who has engaged in conduct prohibited by this Policy, and who has not been terminated from employment as provided herein, shall, before returning to duty, undergo a return-to-duty ~~controlled substance~~

~~test. For employees~~Drug Testing. For Employees holding ~~commercial driver licenses~~Commercial Driver Licenses, the results for any return-to-duty ~~alcohol test~~Drug Testing for Alcohol must be less than 0.02 for the ~~employee~~Employee to resume employment, and the results of any return-to-duty ~~controlled substance test~~Drug Testing must be negative in order to resume employment.

6. Follow-Up Testing. If the Town ~~of Orange Park~~, at its sole discretion, determines that an ~~employee~~Employee who has submitted ~~confirmed test~~Confirmed Test results which register positive for content of one or more ~~controlled substances~~Drugs, should not be terminated, the ~~employee~~Employee may be granted a one (1) time leave of absence without pay and be required to enroll in and successfully complete a drug and/or alcohol rehabilitation program at his/her own expense as a condition of his/her returning to work.

Should the Town ~~of Orange Park~~ elect such an option and should the ~~employee~~Employee successfully complete a rehabilitation program, the ~~employee~~Employee, upon returning to work (if a position is available), shall be subject to follow-up substance abuse screens on either a quarterly, semi-annual, annual, or random basis for a period of two (2) years following the ~~employee's~~Employee's completion of his/her rehabilitation program. Follow up testing under this section must be conducted at least once a year for the two (2) year period after completion of the program. Should the Town ~~of Orange Park~~ elect such an option and should an ~~employee~~Employee who holds a commercial ~~driver's~~drivers license successfully complete a rehabilitation program, the ~~employee~~Employee, upon returning to work (if a position is available), shall be initially subject to return-to-duty testing as provided above, and shall thereafter be subject to unannounced follow-up testing for alcohol and/or ~~controlled substances~~Controlled Substances as deemed appropriate provided that no less than six (6) follow-up tests must be conducted upon this ~~employee~~Employee within the first twelve (12) months following the ~~employee's~~Employee's return to duty. Before being allowed to return to work, this ~~employee~~Employee must be evaluated by a substance abuse professional to determine if the ~~employee~~Employee has properly adhered to and completed a rehabilitation program. The cost of this evaluation shall be borne by the ~~employee~~Employee. Follow-up testing may be continued for a period of up to sixty (60) months from the date of the ~~employee's~~Employee's return to duty. Follow-up alcohol testing shall be conducted for ~~commercial drivers~~Employees with a CDL only when the ~~driver~~Employee is performing ~~safety-sensitive functions~~Safety-Sensitive Functions, just before the ~~employee~~Employee is to perform ~~safety-sensitive functions~~Safety-Sensitive Functions, or just after the ~~employee~~Employee has ceased to perform ~~safety-sensitive functions~~Safety-Sensitive Functions.

Any ~~commercial driver~~Employee with a CDL who has engaged in a violation of this ~~Substance Abuse~~ Policy and who has not been terminated from employment as provided herein, shall, before returning to duties involving ~~safety-sensitive functions~~Safety-Sensitive Functions, undergo a return-to-duty ~~controlled substance or alcohol test. IF~~Drug Test. If the violation if this ~~policy~~Policy involved ~~alcohol~~Alcohol, no driver shall return to duties involving ~~safety-sensitive functions~~Safety-Sensitive Functions, unless the driver undergoes a return-to-duty alcohol test yielding a result indicating an alcohol concentration of less than 0.02. ~~IF~~If the violation if this policy involved ~~controlled substances~~Drug, no driver shall return to duties involving ~~safety-sensitive functions~~Safety-Sensitive Functions unless the driver undergoes a return-to-duty controlled substances test yielding a verified negative result for ~~controlled substances~~Drug use.

During such time as an individual is enrolled in a rehabilitation program, the Town ~~of Orange Park~~ shall attempt to maintain a position for that ~~employee~~Employee upon his/her

successful completion of the program. However, the Town ~~of Orange Park~~ in no way guarantees that any ~~employee~~Employee, upon returning from the successful completion of a drug/alcohol rehabilitation program, shall have any employment position provided to him/her. Moreover, in the event that an employment position is available, the Town ~~of Orange Park~~ does not guarantee that such a position will be the same or equal position which the ~~employee~~Employee previously held or that the rate of pay for that position will be equal to that previously received prior to ~~employee's~~Employee's suspension and enrollment in a rehabilitation program.

VII. CONSEQUENCES OF AN EMPLOYEE'S REFUSAL TO SUBMIT TO THE TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY

Any injured ~~employee~~Employee who refuses to submit to testing under this Policy automatically forfeits any medical and indemnity benefits he would otherwise be eligible for under Florida's Workers' Compensation Statute. Additionally, any ~~employee~~Employee, whether injured or uninjured, who refuses to submit to ~~the Town's Substance Abuse~~this Policy may be either discharged or otherwise disciplined by the Town ~~of Orange Park~~. Individuals who refuse to submit to testing procedures shall be asked to sign a Refusal to Submit Blood/Urine Form.

VIII. PENALTIES FOR AN EMPLOYEE'S POSITIVE CONFIRMED TEST RESULT

As stated above, the Town ~~of Orange Park~~ reserves the right, at its sole discretion, to either discharge or otherwise discipline the ~~employee~~Employee who submits confirmed positive test results. In addition, ~~employees~~Employees found to have engaged in conduct in violation of this policy will be removed immediately from the performance of all ~~safety-sensitive functions~~Safety-Sensitive Functions, and will in no event be allowed to resume the performance of ~~safety-sensitive functions~~Safety-Sensitive Functions unless and/or until the ~~employee~~Employee has successfully undergone return-to-duty and follow-up testing as provided herein. A commercial driver whose ~~alcohol test~~Drug Test for Alcohol result indicates an ~~alcohol~~Alcohol concentration of 0.02 or greater but less than 0.04 will not be allowed to perform ~~safety-sensitive functions~~Safety-Sensitive Functions for a period of not less than twenty-four (24) hours following administration of the test. Notwithstanding the ~~Town of Orange Park's~~Town's right to exercise discretion, any ~~employee~~Employee who submits a specimen registering a confirmed positive test result should assume that this employment shall be terminated unless otherwise notified by the Town ~~of Orange Park~~. Further, such an impaired ~~employee~~Employee forfeits his/her eligibility for medical and indemnity benefits under the Workers' Compensation Act.

IX. SPECIMEN COLLECTION AND LABORATORY PROCEDURES

The Town ~~of Orange Park~~ is committed to following strict specimen collection and ~~laboratory~~Laboratory testing procedures to ensure the quality, integrity and authenticity of the specimen. Employees and ~~job applicants~~Job Applicants have a right to consult a Medical Review Officer for technical information regarding prescription and non-prescription medication. Further, ~~employees and job applicants~~Employees and Job Applicants will be allowed to confidentially report the use of prescription or non-prescription medications to a Medical Review Officer before and after being tested on forms to be provided.

Collection site security and specimen collection are unequivocally the responsibility of the ~~collection site~~Collection Site and its personnel. The Town ~~of Orange Park~~ assumes no responsibility for specimen collection or transmittal errors incurred by either the ~~collection site~~Collection Site, the ~~laboratory~~Laboratory or their respective staffs. The Town ~~of Orange Park~~

will pay the cost of initial and confirmation substance abuse screening it requires from either its applicants or ~~employees~~Employees. However, all costs of additional, non-required testing and testing incurred during a rehabilitation period or program shall be borne by the ~~employee~~Employee.

X. COMMON MEDICATIONS WHICH MAY ALTER OR AFFECT A DRUG TEST

The following list includes the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test.

ALCOHOL: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.

COCAINE: Cocaine HCI topical solution (Roxanne).

PHENCYCLIDINE: Not legal by prescription.

~~METHAQUALONE~~METHAQUAALONE: Not legal by prescription.

OPIATES: Paregoric, Parepetolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirins with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH Novahistine Expectorant, Dilaudid (Hydromorpone), M-S Contin and Roxanol (morphine sulphate), Percodan, Vicodin, etc.

BARBITURATES: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolophine, Methadose.

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

XI. CHALLENGES TO TEST RESULTS

Within five (5) working days after receiving notice of a positive ~~confirmed test~~Confirmed Test result, the ~~employee~~Employee or applicant may contest or explain the result to a Medical Review Officer. If the explanation or challenge of the positive test results is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive test result back to the Town ~~of Orange Park~~.

Within five (5) working days after receipt of a positive ~~confirmed test~~Confirmed Test from the Medical Review Officer, the Town ~~of Orange Park~~ will inform the ~~employee or job applicant~~Employee or Job Applicant in writing of such positive test result, the consequences of such results, and the options available to the ~~employee or job applicant~~Employee or Job Applicant. Within five (5) working days after receiving notice of a positive ~~confirmed test~~Confirmed Test result, the ~~employee~~Employee or applicant may submit information to the Town ~~of Orange Park~~ explaining or contesting the test result, and explaining why the result does not constitute a violation of the ~~Town of Orange Park's~~Town's Policy. If an ~~employee's or job applicant's~~Employee's or Job Applicant's explanation or challenge of the test result is unsatisfactory to the Town ~~of Orange Park~~ within fifteen (15) calendar days of receipt of the explanation or challenge, a written explanation as to why the ~~employee's~~Employee's explanation is unsatisfactory, along with the report of positive results, will be provided to the ~~employee~~Employee or applicant. All such documentation will be kept confidential by the Town ~~of Orange Park~~.

If an ~~employee~~Employee was tested as a result of an on-the-job injury, that ~~employee~~Employee may undertake an administrative challenge to a positive test result by filing a claim for benefits with a Judge of Compensation Claims. If no workplace injury has occurred, the individual must challenge the test result in a court of competent jurisdiction. The doctrine of election of remedies shall apply to challenges filed pursuant to this Policy. Should an ~~employee~~Employee elect to pursue an alternative remedy available to him, including the filing of a grievance, appeal or proceeding pursuant to the collective bargaining agreement, or to any other administrative proceeding allowed by law, the filing of any such grievance, appeal or proceeding shall operate as a waiver of the ~~employee's~~Employee's rights to file a grievance, appeal or proceeding and avail himself of the proceedings available under this Policy. Should an appeal, grievance, or proceeding be filed pursuant to an alternative remedy, before or after proceedings under this Policy have been completed, the filing of any such appeal, grievance, or proceeding shall be considered a nullity and be terminated. When an ~~employee~~Employee or applicant undertakes a challenge to the results of a test it shall be the ~~employee's~~Employee's or applicant's responsibility to notify the ~~laboratory~~Laboratory and the sample shall be retained by the ~~laboratory~~Laboratory until the case is resolved. Applicants and ~~employees~~Employees are responsible for notifying the ~~laboratory~~Laboratory of any administrative or civil actions brought pursuant to the Workers' Compensation Act. An ~~employee~~Employee covered by a collective bargaining agreement may appeal any disciplinary action enforced pursuant to this policy to the Public Employees Relations Commissions.

If a commercial driver who is tested for drugs under this policy is notified of a confirmed positive drug test result, he or she shall have seventy-two (72) hours in which to request a split specimen test. If the ~~employee~~Employee makes a timely request, the MRO shall, in writing, direct the ~~laboratory~~Laboratory to provide the split specimen to another certified ~~laboratory~~Laboratory for analysis. The cost of this additional ~~laboratory~~Laboratory analysis will be borne by the ~~employee~~Employee. If the analysis of the split specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the test and report the cancellation and the reasons for it to the Department of Transportation, the Town ~~of Orange Park~~, and to the ~~employee~~Employee. The ~~employee~~Employee may not request a reanalysis of the primary specimen.

XII. CONFIDENTIALITY/EMPLOYEE SAFEGUARDS

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Town ~~of Orange Park~~ through the Substance Abuse Policy shall be treated in a confidential manner, unless otherwise required by Florida Law.

The Town ~~of Orange Park~~, any ~~collection sites~~Collection Sites, laboratories, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential, unless otherwise required by Florida law.

XIII. THE TOWN OF ORANGE PARK'S COMMITMENT TO EDUCATING ITS WORKFORCE REGARDING SUBSTANCE ABUSE

The Town ~~of Orange Park~~ believes that education and understanding can be powerful weapons in the fight against drugs. Employees armed with knowledge are better prepared to resist substance abuse and intervene when necessary. As such, the Town ~~of Orange Park~~ maintains a current resource file of providers of employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal and behavioral problems including, but not limited to those referenced in the "Florida Comprehensive Directory, Drug Abuse and Mental Services," published by the Department of Health and Rehabilitative Services. Further, the Town ~~of Orange Park~~ will provide an annual education course to help employees identify the signs of personal and emotional problems brought on by substance abuse. This course will include a presentation of the legal, social, physical and emotional consequences of the misuse of alcohol and drugs.

The following list contains a sampling of the names, addresses, and telephone numbers of providers of assistance programs and local alcohol and drug rehabilitation programs available in our community:

Gateway Community Services
55 Stockton Street
Jacksonville, FL 32204
Phone No. 904-387-4661

River Regional Human Services
3901 Carmichael Avenue
Jacksonville, FL 32207
Phone No. 904-899-6300

Community Rehabilitation Center
623 Beechwood Street
Jacksonville, FL 32206
Phone No. 904-358-1211

The Town Manager has been designated as the Town official responsible for providing information and answering any questions concerning this Policy.

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CERTIFICATE OF AUTHORIZATION

I,_____, hereby give my voluntary consent for the Town of Orange Park, the clinic or ~~laboratory~~Laboratory of their choice, and other persons or entities acting for or with them, to collect urine and/or blood samples from me and to test for the presence of alcohol, illegal drugs, and ~~controlled substances~~Controlled Substances. I further authorize the release of the results of this test to authorized representatives of the Town of Orange Park.

_____ _____
(Name of Employee) (Date)

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CERTIFICATE OF ACKNOWLEDGMENT

I do hereby certify that I have received, read, understand and agree to comply with the Town of Orange Park's Substance Abuse Policy. I understand that I may be required to submit to a drug and alcohol test. I also understand that failure to comply with a testing request or a positive confirmed result may lead to termination of employment, or some other form of disciplinary measure.

_____
Name (please print)

_____
Signature

_____
Date _____

WITNESS:

_____
Name (please print)

_____
Signature

_____
DATE _____

(This certificate becomes part of the employee's personnel file.)

NOTICE OF DRUG SCREEN

The Town of Orange Park is a progressive employer concerned with the health and safety of all of its employees, as well as the safety of the general public and the users of the nation's highways. As a result, IN ORDER TO BE QUALIFIED FOR EMPLOYMENT WITH THE TOWN OF ORANGE PARK, ALL POTENTIAL EMPLOYEES WILL BE REQUIRED TO PASS A DRUG SCREEN. This ~~drug screen~~Drug Test will require the prospective employee to provide a urine sample, which will be tested for the presence of:

1. Alcohol

2. Marijuana

3. Other Controlled Substances, including, but not limited to, cocaine, phencyclidine, amphetamines, barbiturates, opiates, narcotics, hallucinogens, depressants, and stimulants.

A confirmed positive test result, or the refusal to submit to a drug/alcohol screen, will disqualify that person from further consideration for employment with the Town of Orange ~~Park.~~Pa

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APPENDIX D

General Employees' Pension Plan

Section 1. Definitions.

Whenever the terms set forth below are used in this plan, they shall have the meanings indicated below unless, a different meaning is plainly required by the context. Masculine pronouns when used throughout the plan shall refer to both men and women and the singular shall include the plural unless the context indicates otherwise. Headings of sections are used for convenience of reference and in case of conflict, the text of the plan, rather than such headings, shall control.

Average annual earnings means the annual average of a participant's earnings for the five-year period immediately preceding his retirement date, his date of termination or his date of death, whichever is earliest.

Section 3. Contributions.

3.1.*Employer contributions.*

Subject to the provisions of the plan, the employer shall make contributions to provide the benefits specified in the plan, in such amounts and at such times as may be called for by generally accepted actuarial methods. However, in all cases, the requirements of Chapter 112, Florida Statutes, shall be met.

3.2.*Actuarial gains and forfeitures.*

Actuarial gains and/or forfeitures, if any, arising from termination of participation, or from any other source, shall not be applied to increase the benefits any participant would otherwise receive under the plan but shall be used to reduce the employer's contributions becoming due thereafter.

3.3.*Employee contributions.*

Effective October 1, 2013, employees shall contribute 1% of gross earnings. Effective October 1, 2014, employees shall contribute 2% of gross earnings. Effective October 1, 2015, employees shall contribute 3% of gross earnings. Employee contributions shall be deducted from Employee earnings.

3.4.*Guaranteed refund.*

All benefits payable under this plan are in lieu of a refund of accumulated contributions, if any. In any event, however, each employee shall be guaranteed the payment of benefits at least equal to the total amount of the employee's accumulated contributions.

Section 6. Benefits.

[Note: The Town and the Union also have agreed to pro-rate the application of the multiplier, with the 2.5% multiplier applying to compensation earned before October 1, 2013, and the 2.0% multiplier applying to compensation earned on or after October 1, 2013.]

6.1.*Manner of payment of pension benefits.*

All pensions shall be paid monthly, at a rate which is one-twelfth of the annual amount given by the formulas below, unless the monthly amount is less than ten dollars ($10.00), in which case the entire benefit shall be paid in a single lump sum of actuarially equivalent value.

6.2*Pension benefit on normal retirement*

Subject to the provisions of the plan, and before any adjustments to the pension benefit that may apply, a participant's annual pension benefit on normal retirement shall be (i) 2.0% of his average annual earnings for each year of his credited services, subject to the maximum benefit.

In no event, however, shall the annual pension benefit on normal retirement be less than six

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hundred dollars ($600.00) before any adjustments to the pension benefit that may apply.

6.3*Pension benefit on early retirement.*

Subject to the provisions of the plan, and before any adjustments to the pension benefit that may apply, a participant's annual pension benefit on early retirement shall be (i) 2.0% of his average annual earnings for each year of his credited service, subject to the maximum benefit, this amount being then reduced by 5/9 of one (1) per cent for each of the first sixty (60) months and 5/18 of one (1) per cent for each additional month by which his early retirement date precedes his normal retirement date.

In no event, however, shall the annual pension benefit on early retirement be less than six hundred dollars ($600.00) before any adjustments to the pension benefit that may apply, the reduction for early commencement and the reduction resulting from applying his vested percentage, if applicable.

6.4*Pension benefit on postponed retirement.*

Subject to the provisions of the plan, and before any adjustments to the pension benefit that may apply, a participant's annual pension benefit on postponed retirement shall be (i) 2.0% of his average annual earnings for each year of his credited service, subject to the maximum benefit.

For purposes of this subsection, average annual earnings shall not be less than they would have been on normal retirement date.

In no event, however, shall the annual pension benefit on postponed retirement be less than six hundred dollars ($600.00) before any adjustments to the pension benefit that may apply.

6.5*Former participant's pension benefit.*

Subject to the provisions of the plan, and before any adjustments to the pension benefit that may apply, the annual pension benefit payable to a former participant on normal retirement is the product of (i) his vested percentage at date of termination, and (ii) 1.6% of his average annual earnings for each year of his credited service, subject to the maximum benefit. For former participants whose employment terminates after October 1, 1995, and before the effective date of this ordinance, the annual pension benefit payable at normal retirement is the product of (i) his vested percentage and (ii) 2.0% of his average annual earnings for each year of his credited service, subject to the maximum benefit. For former participants whose employment terminates after the effective date of this ordinance, the annual pension payable at normal retirement is the product of (i) his vested percentage and (ii) 2.5% of his average annual earnings for each year of his credited service, subject to the maximum benefit.

In no event, however, shall the former participant's annual pension benefit be less than six hundred dollars ($600.00) before any adjustments to the pension benefit that may apply and before application of the reduction resulting from applying his vested percentage, if applicable. If a former participant elects to have his annual pension benefit commence at an early retirement date, the amount otherwise payable at normal retirement date shall be reduced by 5/9 of one (1) per cent for each of the first sixty (60) months and 5/18 of one (1) per cent for each additional month by which his early retirement date precedes his normal retirement date.

6.6*Maximum benefit.*

The maximum pension benefit is the lesser of (i) seventy-five thousand dollars ($75,000.00) (for those participants whose employment terminates after the effective date of this ordinance the amount shall be one hundred thousand dollars $100,000.00) and (ii) the greater of ten thousand dollars ($10,000.00) and one hundred (100) per cent of the participant's or former participant's average compensation for his high three (3) years.

6.7.*Adjustments to pension benefits.*

The following adjustments to the pension benefit, where applicable, will be made in the order listed below.

(a) Adjustment for joint and survivor annuity.

If the pension benefit is payable on the joint and survivor annuity with spouse form, the amount of pension benefit will be eighty (80) per cent of that otherwise payable on the life annuity form, if the spouse is not more than ten (10) years younger or older than the participant or former participant. If the spouse is more than ten (10) years younger, one (1) per cent will be subtracted from the eighty (80) per cent for each year in excess of ten (10). If the spouse is more than ten (10) years older, one (1) per cent

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will be added to the eighty (80) per cent for each year in excess of ten (10).

(b) Adjustment for previous participation.

If a former participant again becomes a participant, such renewed participation shall not result in duplication of benefits. Accordingly, if he has a vested pension benefit under the plan by reason of his prior participation, any pension benefit accruing to him by reason of his most recent participation shall be reduced, if necessary, so that the total pension benefits to which he would have been entitled if all his periods of participation had been one (1) continuous period without interruption.

The provisions of this subsection shall be uniformly applied.

6.8*Beneficiary benefit.*

If a participant or a former participant dies after he is eligible for early retirement but before his actual retirement, his beneficiary will receive a monthly benefit commencing on the first day of the month coinciding with or next following his date of death in an amount not less than the payments which would have been made had his retirement occurred on the date immediately preceding the date of his death. If the participant or former participant is married, the survivor portion of benefits under the joint and fifty (50) per cent survivor annuity option will be payable to the surviving spouse. If the participant or former participant is not married, the survivor portion of benefits under the ten (10) year certain and life annuity option will be payable to the beneficiary for a period of ten (10) years certain only.

6.9*Supplemental health care cost benefit.*

There will be a monthly supplement paid to retirees who are receiving monthly benefits and beneficiaries who are receiving monthly benefits on behalf of deceased participants. Only participants who terminate employment after the effective date of this ordinance are entitled to this benefit. This monthly supplemental benefit is calculated as five dollars ($5.00) for each year of credited service.

(Ord. No. 6-96, § 1, 3-26-96; Ord. No. 20-00, §§ 2--4, 8-1-00)

[NOTE: The Town and the Union also have agreed to limit the pension benefit to 75% of average final compensation, but never less than would have applied on September 30, 2013.]

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Summary report: Litera Compare for Word 11.13.0.54 Document comparison done on 6/24/2026 1:08:10 PM	
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Add	426
~~Delete~~	496
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	923

Item No. 7.h

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Fire

Item Title: Approval of Collective Bargaining Agreement with International Association of Firefighters Local 2668

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

Financial Impact if Applicable: $711,457.45 increase in salaries at the end of the contract, $26,280.00 annual Rescue Incentive and Estimated $2,400.00 annual incentives.

Background Information: After negotiations with several Town Managers the following changes have been agreed to;
Pay plan restructure with 8% salary increase for 3 years
$1.50 / hour Rescue Incentive
$25.00 / month incentive for specific certifications
Minimum daily manpower
Promotional testing standards and increased promotional probation period
Increases pay for holiday and disaster recall
Change from 3 week to 2 week overtime schedule

Action Requested: Motion to approve collective bargaining agreement between Town and International Associations of Firefighters Local 2668.

Information Attached:
Fire Fighters Local 2668 Agreement

Agreement Between

The Town of Orange Park

And

Local 2668

International Association of Firefighters

October 1, ~~2021~~ 2024 through September 30, ~~2024~~2027

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Article 1

AGREEMENT

THIS AGREEMENT is effective as of October 1, ~~2021~~ 2024 by and between THE TOWN OF ORANGE PARK, FLORIDA, hereinafter called the "Employer'' or "Town" and Local 2668, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the "~~union~~Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the ~~union~~Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

Article 2

RECOGNITION

Section 1

The Town hereby recognizes the U~~u~~nion as the sole and exclusive bargaining agent for its employees in the ~~bargaining~~ Bargaining ~~unit~~ Unit, defined as~~described below~~:

CLASSIFICATION PLAN

Title
Firefighter / EMT
Firefighter / Paramedic~~Firefighter/EMT Driver~~
~~Engineer~~Firefighter/Paramedic~~dic~~EMT / Driver
Paramedic / Driver~~Firefighter/Paramedic Driver~~
Lieutenant
~~Captain~~
Captain~~Lieutenant~~

Section 2

The following are excluded from the ~~bargaining unit~~Bargaining Unit:~~-~~ Fire Chief, Deputy Fire Chief, Volunteer Fire Fighters, managerial and confidential employees, and all other employees of the Town ~~of Orange Park~~ not included in Section 1, above.

Article 3

MANAGEMENT RIGHTS

Section 1 - Reservation of Rights

It is recognized that it is the right of the Town to determine unilaterally the purpose of the Town's ~~F~~fire ~~D~~department, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. ~~-~~It is also the right of the Town to direct its employees, take disciplinary action for proper cause, and relieve its employees of duty because of lack of work or for other legitimate reasons. ~~-~~However, the exercise of such rights shall not preclude the employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of the provisions of this Agreement.

Section 2 - General Understanding

Without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Town shall have the right to:

(a) Determine the qualifications for and to hire new Bargaining Unit employees;

(b) Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs; provided that, if a job is abolished, the Employer will discuss, upon request, the effect, not the decision, of the job being abolished, if the decision would result in the termination of a member of the ~~bargaining unit~~Bargaining Unit.

(c) Determine what services it shall perform and the standard of performance for Bargaining Unit employees;

(d) Maintain order and efficiency in its operation;

(e) Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;

(f) Hire, layoff, recall, assign, transfer, promote (to positions within the ~~bargaining unit~~Bargaining Unit), demote, suspend, discipline, or discharge Bargaining Unit employees for just cause;

(g) Determine the method or methods by which it shall perform its governmental functions and the terms upon which its services shall be dispensed;

(h) Change the processes by which work is carried out and done, the methods of operation, and the materials and equipment used in the operation;

(i) Determine its financial policy;

(j) Make reasonable rules and regulations governing the operation of its governmental function and the conduct of its employees, which rules and regulations shall be obeyed by the employees and shall not be in conflict with the provisions of this Agreement;

(k) Determine the qualifications for and select its non-Bargaining Unit supervisory, clerical, professional custodial, and management employees;

(l) Subcontract all or part of its operation and, in its sole discretion, determine the time, nature, and extent of any such subcontracting; provided that, if the Town decides to subcontract, the ~~Employer~~ Town will discuss, upon request, the effect, not the decision, of the subcontracting, if the subcontracting would result in the termination of the ~~bargaining unit~~Bargaining Unit;

(m) Transfer its operation or relocate its operation;

(n) Establish reasonable time and quality standards within each classification for each work operation;

(o) Promote to or demote from during probation the positions of lieutenant and captain.

Section 3

The Town reserves and retains in full and completely any and all management rights, prerogatives and privileges, except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 4

Notwithstanding any other provision of this Agreement, the Town~~Employer~~ may assign to any Bargaining Unit ~~employee~~ work which is not normally performed by the employee wherever and whenever it is reasonable to do so in the opinion of the ~~Employer~~ Town and either practical for the purpose of efficient operation or in case of emergency.

Article 4

RULES AND REGULATIONS

Section 1

The Town shall have the right to establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations, it being understood and agreed that such rules and regulations shall be in writing whenever practical and not be in conflict with the provisions of this Agreement. Failure to discipline an employee for violation of these rules and/or regulations shall not affect the right of the Town to discipline the same or other employees for the same or other violations. The Town agrees to meet with the ~~union~~ Union President and discuss rules and regulations that are being considered for adoption. The ~~union~~ Union agrees to follow all rules and regulations established by the Town.

Article 5

EQUAL TREATMENT

Section 1

The provisions of this Agreement shall apply to all employees, regardless of sex, color, race, creed, national origin, or marital status.

Section 2

Neither the Union, its representatives or members, nor the Town or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his/her membership or non-membership in any ~~union~~Union.

Article 6

NO STRIKE

Section 1

The ~~union~~ Union will not cause or engage in, nor will any members of the ~~union~~ Union or employees take part in any strike as defined under Section 447.203(6), Florida Statutes. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above listed activities.

Article 7

GRIEVANCE PROCEDURE

Section 1 - Grievance Defined

For the purpose of this Agreement, a grievance is defined as a claim by an employee or a group of employees that the Town has violated a provision of this Agreement and has thereby deprived him of a right or benefit conferred upon him by the provisions hereof.

Section 2 - Grievance Procedure

(a) Step 1. If an employee or group of employees has a grievance, he must, by the close of the fifth (5th) calendar day following the day during which the event giving rise to the grievance occurred (or if the employee is on vacation leave, sick leave or other authorized leave, five (5) calendar days after returning to work, but in no event more than thirty (30) days from the date of the event unless the employee is physically or mentally incapacitated), take up the matter with the Fire Chief and may have a designated ~~union~~ Union representative at this meeting if the grievant so desires.

(b) Step 2. If the matter is not settled to the grievant's satisfaction within fourteen (14) calendar days after its submission to the Fire Chief, it must be reduced to writing and within five (5) calendar days after the Fire Chief's decision or the expiration of the aforesaid fourteen (14) calendar days, whichever occurs sooner, be referred to the Town Manager or someone designated by him, who shall meet with the grievant and a designated ~~union~~ Union representative within fourteen (14) calendar days after the request.

(c) Step 3. If the matter is not settled to the satisfaction of the ~~union~~Union, the ~~union~~ Union may refer the matter to arbitration, as provided in Article 8 hereof.

Article 8

ARBITRATION

Section 1

If adjustment satisfactory to the aggrieved employee or group of employees has not been reached under Article 7, the ~~union~~ Union may request arbitration but must notify the Town Manager in writing of its intention to arbitrate the dispute within fourteen (14) calendar days from the time of the final meeting provided for in Article 7.

Section 2

If the parties are unable to mutually agree on an impartial arbitrator within three (3) calendar days of the written intention to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit to it a panel of five (5) arbitrators, all of whom must be a member of the National Academy of Arbitration. Upon receipt of the panel the parties will meet as soon as possible, but in no event later than five (5) working days. The ~~union~~ Union will strike the first name, and each party in turn then shall strike one name until only one name remains, who shall be designated as the impartial arbitration.

Section 3

It is agreed that the procedure herein provided for settling disputes shall be used to the exclusion of any other means available to the parties who execute this Agreement, it being understood that all arbitration decisions rendered under the terms of this Agreement are final and binding on both parties and fully enforceable in any court of competent jurisdiction.

Section 4

The arbitrator shall not have the power to add to or subtract from or modify this Agreement by his/her interpretation thereof, or by implication confer a right or benefit upon an employee or group of employees or the ~~union~~Union, or abridge, curtail, or deprive the Town of any management rights reserved to it in Article 3.

Section 5

Failure of the ~~union~~ Union or employee or group of employees to comply with the time requirements or procedural steps of this article or of Article 7, shall render the dispute null and void and no further action shall be taken thereon. These limits may be extended upon written mutual consent by the parties. If the Town fails to comply with the time requirements, the grievance shall be passed on to the next step in the grievance procedure.

Section 6

The costs of the arbitration, including the arbitrator's fees and expenses, and hearing room accommodations, shall be borne by the party against whom the arbitrator decides, except that each party shall pay for its own witnesses and any other expenses it desires to incur. Any party desiring transcripts shall be required to pay for same.

Section 7

If the subject of the grievance submitted to arbitration concerns disciplinary measures (including discharge) taken against one employee or a group of employees or the ~~union~~Union, the arbitrator is only empowered to pass upon whether the employee or group of employees or ~~union~~ Union actually committed, participated in, or were responsible for the act of misconduct. The arbitrator is without authority to pass upon the nature, extent or severity of the disciplinary measure(s) taken, such determination being solely a managerial prerogative. If the arbitrator finds that the employee has not committed, participated in or was not responsible for the act of misconduct for which he has been disciplined, the arbitrator has the power to make the employee or employees whole, including ordering back pay (less compensation received from any other sources) for time lost and reinstatement when applicable.

Section 8

The following matters are not subject to arbitration: All management rights or prerogatives (except discipline and discharge cases) reserved to management in this Agreement, and violations or alleged violations of the No Strike clause found in Article 6.

Section 9

Multiple grievances of a common nature filed by more than one employee may be heard at the same time by one arbitrator.

Article 9

PROBATIONARY EMPLOYEES

Section 1

All employees shall be classified as probationary employees for one (1) year of continuous employment (the "Probationary Period") during which time such employees may be laid off, disciplined, or discharged with or without cause and without recourse to the grievance and arbitration procedures of this Agreement. Probationary Period shall be automatically tolled during any period when an employee is on an Extended Leave of Absence, defined as a leave of absence for thirty (30) days or longer. For the avoidance of any doubt, all time spendt on an Extended Leave of Absence by a probationary employee shall not count towards the calculation of one (1) year of continuous employment for purposes of this Section.

Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the time of hire after an employee successfully completes his/her probationary period. If more than one employee is hired on the same day, seniority shall be determined by the sequence of their Social Security number, the employee with the lowest Social Security number being considered the employee with the most seniority, subject to the provisions of Article 11.

Section 2

Probationary employees are prohibited from taking vacation time until they have completed their probation, unless authorized by the Fire Chief or his/her designee. It is not the intent of this Article to force the employee to use earned vacation.

Section 3

All employees discharged for reasons other than being convicted of, or pleading guilty to a felony during their probationary period shall receive payment for all accrued vacation time, and for any unused accumulated sick leave at the appropriate rate as determined by Article 28 of this Agreement. Any probationary employee who resigns or is discharged before one (1) year of

continuous service with the Town will be required to pay back expenses incurred by the Town for the pre-employment physical.

Article 10

WELLNESS PROGRAM

Section 1

Physicals and/or mental examinations may be required by the Town when an employee is being considered for a promotion or if the Town should otherwise deem it necessary. Any such physical(s) shall be paid for by the Town.

Section 2

Failure on the part of an employee to comply with this Article will result in the employee's immediate suspension until the Article is complied with, and if the employee still has not complied with this Article after being suspended for one (1) week, he will be immediately discharged.

Section 3

Employees injured in the line of duty at a fire scene shall have a Blood-Gas test as soon as possible after the incident. These results are to be provided to the Town and the employee. If the employee dies, the Blood-Gas test shall be performed as soon as possible.

Section 4

Upon notification of potential exposure of any employee to a~~n~~ communicable ~~infectious~~ disease as defined in Section ~~10~~64D-~~28~~3.~~10~~2~~98~~ et seq., Florida Administrative Code, the Employer shall provide for the immediate testing of any and all employees at risk if their personal health insurance fails to cover the costs of testing.

Section 5

In the event an employee's personal health coverage fails to pay for Hepatitis B vaccinations, upon written request by the employee, the Employer shall reimburse the cost of the vaccinations.

Article 11

SENIORITY

Section 1

For the purposes of this Agreement, seniority shall be defined as the length of an employee's most recent period of continuous uninterrupted service with the Town except for employees recalled from layoff.

Section 2

Seniority lists shall be made available upon request. Any protest as to the accuracy of the seniority lists must be made in accordance with the grievance procedure of Article 7.

Section 3

In the event of layoff, the Town shall have the prerogative to layoff by seniority. In the event of layoff, the affected employee will be given not less than two (2) calendar weeks prior notice in writing with a copy to the ~~union~~Union.

Section 4

When recalling employees from layoff, they will be recalled in the reverse order of layoff. Each employee will furnish the Town their~~his~~ current address on forms furnished by the Employer at the time of layoff. Any employee being recalled from layoff may be called by phone and a certified letter to his/her last known address in the employee's record. All recalled employees will receive full compensation and any fringe benefits attached to their position restored in full when they start back to work.

Section 5

The seniority rights of an employee shall be considered broken and all rights forfeited and there will be no obligation on the part of the Employer to rehire when the employee:

(a) Voluntarily quits, for any reason; or

(b) Is discharged for cause and the discharge is not reversed in the grievance procedure; or

(c) Fails to return to work within two (2) calendar weeks after recall unless extended in writing by mutual agreement. The Town shall make every reasonable effort to notify employees subject to call, and it shall be the responsibility of the laid off employee to keep the Town advised of his/her whereabouts; or

(d) Has been out of employment with the Employer for a continuous period of two (2) years or longer; or

(e) Fails to return to work after an approved Leave of Absence; or

(f) Is absent from work without advising the Fire Chief in advance, except in certain circumstances where notice cannot be physically communicated by the employee; or

(g) Is convicted ~~of, or~~of or pleads guilty to a felony.

Section 6

No employee will lose seniority with the Town as the result of suffering an on-the-job or job-related injury unless he fails to report back to work when scheduled by the Town after being released from the doctor, provided that the release states that the employee is able to perform all duties that are required in ~~his~~ their job position.

Article 12

NOTICES

Section 1

The Employer shall provide space on bulletin boards for the use of the ~~union~~ Union in the fire station at convenient locations accessible to employees.

Section 2

No material, notices or announcements shall be posted which contain anything adversely reflecting upon the Town of Orange Park, its employees or any labor organizations among its employees. Any violation of this Section shall entitle the Town to remove the offending notice immediately.

Article 13

CHECK-OFF

Section 1

The Town agrees that it will deduct all membership dues and uniform assessments from the wages of the employees who are covered by this Agreement, provided that the Town receives written assignments signed by each employee authorizing such deductions, which assignments shall be in accordance with the law of the State of Florida. Such authorization is revocable at the employee's request upon thirty (30) days written notice to the Town and ~~union~~Union.

The ~~union~~ Union shall certify to the Town in writing on January 1 and July 1 of each contract year (and at any other time as necessary for the addition or deletion of names) a current list of its members working for the Town who have furnished such assignments together with an itemized statement of dues and/or uniform assessments covered and to be deducted for each pay period from the pay of such members and the Town shall deduct and remit to the ~~union~~ Union in one lump sum, by cash or check, the amount so certified and shall make such remittance once a month to the ~~union~~ Union within a reasonable period. The Town's remittance will be deemed correct if the ~~union~~ Union does not give written notice to the Town within ten (10) calendar days after the remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect. The ~~union~~ Union agrees to protect and save harmless the Town against any claim of employees on deductions made as a result of the aforesaid assignment.

Article 14

SAFETY

Section 1

The Employer agrees to provide the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, deaths, injuries, and illnesses in the fire service. Employees shall comply with all rules and regulations relating to safety established by the Town; and the ~~union~~ Union shall cooperate with the Town in the enforcement of safety rules and regulations. The ~~union~~ Union undertakes to promote the realization of the responsibility of the individual in the prevention of accidents and unsafe practices. Upon request by either party the ~~union~~ Union representative shall meet with management to promote safety.

Section 2

Employees shall immediately report all unsafe conditions or equipment. Such reports shall be made in writing and shall be completed in duplicate form, one copy to be retained by the employee. Within thirty (30) calendar days after receipt, with respect to unsafe conditions, the Town shall give a written reply to the ~~union~~ Union regarding the disposition of the report. Such corrective action shall be subject to the grievance procedure if deemed unsatisfactory by the ~~union~~Union.

Section 3

The Town will provide full protective clothing and/or protective devices as required by NFPA Standards and as deemed necessary by the Town for the employees in the performance of their duties without cost to the employees. Protective clothing and/or protective devices will be replaced, or repaired, as appropriate, at no cost to the employees, except when same has been damaged or lost through neglect of an employee. The employees agree to wear or use said clothing or devices only for official Town business unless prior approval is obtained from the Town.

Section 4

The parties recognize that a safe and healthy working environment is essential to the operation of the Town's Fire Department and to the well-being of the public and the Town's employees alike. The parties further agree to cooperate fully in making every effort to promote safety and health.

Section 5

The Employer shall provide all employees with full and complete training in the safety and health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. The Employer agrees to provide a continuing program of safety and health education for all fire service employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in work processes, the employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process or equipment.

Section 6

An employee who is involved in an accident while driving in the performance of his or her job duties may be required to complete a defensive driving course within a reasonable time period, during working hours and at the Town's expense. To the extent that such a course is available, and is not cost prohibitive, the Town will permit the employee to attend a course designed for Fire Department personnel. The Fire Chief will determine the definition of a "reasonable time period" for purposes of this Section. This requirement applies whether or not the employee was at fault, and whether or not another vehicle was involved. This Section is not intended to be punitive in nature.

Article 15

HEALTH AND WELFARE BENEFITS

Section 1

The Town will provide basic group health and hospitalization insurance coverage with an insurance company and/or HMO for members of the ~~bargaining unit~~Bargaining Unit. The Town will pay the cost of such coverage for ~~bargaining unit~~Bargaining Unit employees at the same level as any other town employee.

Article 16

LIFE INSURANCE

Section 1

The Town agrees to continue to provide the same level of life insurance for all employees covered by this Agreement as for other Town employees.

Article 17

HOLIDAYS

Section 1

The following days shall be recognized as paid holidays:

1. Last Monday in May (Memorial Day)
2. June 19th (Juneteenth Independence Day)
~~2~~3. July 4th (Independence Day)
~~3~~4. First Monday in September (Labor Day)
~~4~~5. Fourth Thursday in November (Thanksgiving Day)
~~5~~6. Friday after Thanksgiving Day
~~6~~7. December 24th (Christmas Eve)
~~7~~8. December 25th (Christmas Day)
~~8~~9. January 1st (New Year's Day)
~~9.~~10. November 11th (Veteran's Day)
~~10.~~11. Third Monday in February (President's Day)

Section 2

Any other holiday declared by the Town Council or Proclamation of the Mayor.

Section 3

In order to be eligible for holiday pay, all of the following requirements must be met:

(a) The employee must have worked ~~his~~ their last scheduled working day immediately prior to the holiday and the first regularly scheduled working day immediately after the holiday unless he is on paid vacation, jury duty, military leave, funeral leave, sick leave or other absence excused by the Fire Chief. The Town retains the discretion to request that the employee substantiate by a doctor's certificate sick leave when the Town has reason to believe the employee is abusing the Town's policies.

(b) Employees who have been assigned holiday work and fail to report for and perform such work without reasonable cause shall not receive pay for the holiday.

Section 4

Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee who is assigned to work a 24/48 hour work schedule shall receive twenty-four hours pay at his/her regular straight time hourly rate of pay for the holiday, or be granted equal time off at another date.

Section 5

Work on a holiday falling on an employee's regularly scheduled work day shall be paid for hours worked plus twenty-four hours pay at the employee's regular straight time hourly rate of pay for the holiday or be granted equal time off at another date, provided the employee is scheduled to work a 24/48 hour work schedule. Employees scheduled to work a forty (40) hour work week shall be granted the holiday off with eight (8) hours pay at the employee's regular rate of pay.

Section 6

An employee who is scheduled to work on a holiday may, subject to prior written approval of the Fire Chief, arrange to have another employee of the same classification as themself~~himself~~ who is not scheduled to work on the holiday work on the holiday in ~~his~~ their place. The employee who works on the holiday will be paid in accordance with Section 4. The right to approve such a substitution or trade is within the sole discretion of the Town.

Section 7

The holiday shall commence at 8:00 a.m. on the date that the holiday is observed and continue for twenty-four (24) uninterrupted hours for all 24/48 hour shift employees, and continue

until 5:00 p.m. on the date that the holiday is observed for employees scheduled to work a forty (40) hour work schedule.

Section 8

With the exception of Christmas Eve and Christmas, holidays may not be carried over into the next calendar year. By the **third Wednesday in November** of each year, employees must notify the Chief in writing whether they elect to cash out any unused holidays accruing through the end of November, or whether the holidays will be used by the end of the year. If an employee elects to be paid for any unused holidays accruing through the end of November, the employee will receive holiday pay on the first payday in December for the selected days. This provision applies to Thanksgiving and the day after Thanksgiving, even though these holidays will not have accrued by the third Wednesday in November.

If an employee elects to schedule any holidays accruing through the end of November to be used by the end of the year, he or she must submit a leave request form to the Chief, setting forth the dates on which he or she would like to schedule the remaining holidays. The leave request must be submitted to the Chief or his/her designee no later than the **third Wednesday in November**. If an employee fails to submit a leave request by the third Wednesday in November, the employee will be paid for the remaining holidays through the end of November on the first payday in December. Holidays will be scheduled at the Chief's discretion, provided that he determines that appropriate staffing levels are met. This provision applies to Thanksgiving and the day after Thanksgiving, even though these holidays will not have accrued by the third Wednesday in November. Holidays accruing through the end of November that are scheduled but not used by December 31 will be forfeited, and the employee will not receive holiday pay.

With respect to Christmas Eve and Christmas only, employees may elect to either be paid for these holidays on the first payday in December of the year in which the holiday accrues, or to carry over either or both holidays to the following year. Employees may also elect to schedule

these holidays to be used by the end of the year in which they accrue. An employee must notify the Chief in writing by the **third Wednesday in November** if he or she intends to cash out or carry over either or both of these holidays. If an employee intends to use either or both holidays by the end of the year, the employee must submit a leave request to the Chief or his/her designee no later than the **third Wednesday in November**, setting forth the dates on which he or she would like to schedule the holidays. Holidays will be scheduled at the Chief's discretion, provided that he determines that appropriate staffing levels are met. This provision applies even though the Christmas Eve and Christmas holidays will not have accrued by the third Wednesday in November. If the Chief is not notified by the third Wednesday in November that an employee intends to carry over Christmas Eve and/or Christmas, and the holidays are not scheduled to be used by the end of the year, the Town will pay the employee for the holidays on the first payday in December. If an employee elects to carry over either or both of the Christmas holidays to the following year, the employee must use the holidays by March 31 of that year. If the holidays are not scheduled and used by March 31, the holidays are forfeited, and the employee will not receive holiday pay. These holidays also will be scheduled at the Chief's discretion, provided that he determines that appropriate staffing levels are met.

Holidays that are scheduled and approved in accordance with this section may not be rescheduled or swapped.

HOLIDAY PAYOUT/SCHEDULING DEADLINES

DATE	**INFORMATION TO TOWN**
Third Wednesday in November	Holidays selected to be cashed out Leave request for holidays to be scheduled and used by the end of the year. Whether employee will carry over Christmas Eve and/or Christmas
March 31	Deadline for using carried-over Christmas Eve and Christmas holidays **IF NOT USED BY MARCH 31, HOLIDAYS ARE FORFEITED AND ARE NOT PAID OUT**

Section 9

Requests to use holiday leave may be submitted up to the time of an employee's scheduled shift for which the employee seeks to use the leave. If a request to use holiday leave for a scheduled shift is made within 12 hours of the beginning of the shift (after 8 p.m. the evening before the employee's scheduled shift), the employee must call the shift supervisor at 8:00 a.m. the following morning (the beginning of the employee's originally scheduled shift) to ensure the shift is adequately staffed. The employee is subject to being called in to work the scheduled shift if the shift is not adequately staffed. Disciplinary action may result if the employee fails to call the shift supervisor at 8:00 a.m. as set forth herein to ensure the shift is adequately staffed.

Article 18

VACATIONS

Section 1

All regular, full time employees who have been continuously in the Town's employ for the following period shall accrue vacation with pay as follows:

	For 24/48 hour shift employees:		For 40 hour employees:
a)	0-12 months service	12 hours per month	7 days per year
b)	12-60 months service	14 hours per month	12 days per year
c)	61-120 months service	16 hours per month	14 days per year
d)	121-180 months service	18 hours per month	17 days per year
e)	181-over months service	26 hours per month	22 days per year

Section 2

An employee shall earn vacation leave with pay at the rate shown provided he has worked or was on paid leave at least 216 hours in each month (for employees on a 24/48 hour shift schedule), or at least twenty (20) days in that month (for employees on a 40 hour work week). Employees shall start to earn vacation leave as of their first date of employment. However, vacation cannot be taken until an employee completes their~~his~~ probationary period.

Section 3

The Town retains the right to schedule vacations in a manner which will not disrupt or hamper the efficiency of the Town's operations. However, the Town will give due consideration to an employee's expressed preference when feasible. Employees with the most seniority will be given first consideration. Vacation leave shall be taken in increments of no less than eight (8) hours for 24/48 hour shift employees, or eight (8) hours for 40 hour work week employees.

Section 4

Vacation requests may be submitted up to the time of an employee's scheduled shift for which the employee seeks to use the vacation time. If a request to use vacation time for a scheduled shift is made within 12 hours of the beginning of the shift (after 8 p.m. the evening before the employee's scheduled shift), the employee must call the shift supervisor at 8:00 a.m. the following morning (the beginning of the employee's originally scheduled shift) to ensure the shift is adequately staffed. The employee is subject to being called in to work the scheduled shift if the shift is not adequately staffed. Disciplinary action may result if the employee fails to call the shift supervisor at 8:00 a.m. as set forth herein to ensure the shift is adequately staffed.

Section 5

Vacation pay will be computed by multiplying the hourly rate times each hour of vacation.

Section 6

An employee who has earned and qualified for a vacation shall be paid ~~his~~ their vacation pay on the regular pay day immediately preceding the commencement of ~~his~~ their vacation. Vacation payment without taking time off will be at the sole discretion of the Town Manager or his/her designee.

Section 7

Notwithstanding that an employee is otherwise entitled to vacation or is qualified for same, ~~he~~ they may, at the discretion of the Town, forfeit all vacation privileges if, prior to ~~his~~ taking ~~his~~ the vacation ~~he~~ they are~~is~~ discharged for just cause and the discharge is not reversed in the grievance procedure, or if the employee quits or retires without giving the Town two (2) weeks written notice of ~~his~~ their intent to quit or retire. Employees giving the required notice shall receive leave equal to or, at the discretion of the Town Manager, be paid a lump-sum payment for, any unused vacation leave for which the employee is eligible under this Article.

Absence on account of sickness, on the job injury, or disability in excess of that otherwise authorized for such purposes may, at the written request of the employee, and with the written approval of the Town Manager or his/her designee, be charged against vacation allowance.

Section 8

Employees shall not be allowed to carry over more than seventy-two (72) hours of accrued vacation time past September 30th of each year of this Agreement.

Article 19

WORKERS' COMPENSATION

Section 1

Any permanent employee covered by this Agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment by the Town, shall, in addition to the benefits payable under the Workers' Compensation Law of the State of Florida, be entitled to receive supplemental pay during the first twenty-six (26) weeks of such disability, based on the differences of the Workers' Compensation indemnity payable and the amount of salary which said employee was receiving immediately prior to ~~his~~ their injury.

Section 2

If such disability continues for more than twenty-six (26) weeks from the pay period following the date of such injury, or has been medically determined to be of a nature which prevents the return to duty of such employees during such twenty-six (26) week period, the employee's supplemental pay shall be terminated at the end of said twenty-six (26) week period, or the date of medical determination that such employee will be unable to return to duty within said twenty-six (26) week period.

Section 3

The Town may, at its sole discretion (which discretion shall not be subject to grievance or arbitration), grant extension beyond the twenty-six (26) week limitation as outlined herein.

Section 4

At the termination of the twenty-six (26) week period or the termination of the extension period or the date of medical determination that such employee will be unable to return to duty, the employee's right to compensation shall be governed by Florida's Workers' Compensation Law.

Section 5

If the employee brings litigation or administrative action under the Workers' Compensation Law while receiving Workers' Compensation supplemented by the benefits herein provided, entitlement to such supplemental benefits shall immediately terminate.

Section 6

Any such employee injured may, at the discretion of the Town be examined every ten (10) calendar days by the medical doctor(s) selected by the Town, who shall either continue such employee on leave, or shall order such employee to return to duty.

Section 7

If an employee, due to an on-the-job injury, is receiving compensation for temporary partial disability under the Workers' Compensation Law ~~he~~ they may be temporarily assigned without reduction in pay to other duties commensurate with medical and mental fitness, availability of suitable work, and ~~his~~ their qualifications for the position. Such reassignment without loss of pay may continue during such period as the employee continues to receive Workers' Compensation benefits or until the employee is no longer employed by the Town, whichever occurs first.

Section 8

When an employee is injured in the line of duty ~~he~~ they shall, for reporting purposes, be automatically placed on a five (5) day, forty (40) hour work week at no loss in pay commencing at 8:00 a.m. on the day following the date of the injury. When released by the attending physician for light duty, the employee shall remain on a five (5) day, forty (40) hour work week until the attending physician releases the employee to return to ~~his~~ their regular ~~full time~~full-time duties.

Section 9

Nothing in this Article shall require the Town to pay to the employee any supplemental benefits to workers' compensation benefits if the employee is ineligible to receive workers' compensation benefits. Employees shall be required to cooperate fully in processing claims for workers' compensation benefits.

Article 20

UNIFORMS

Section 1

The Town will furnish each Firefighter an initial issue of the following uniform items:~~three one (31) uniform shirts, three five (35) t-shirts, three (3) uniform pants, one (1) pair black shoes, one (1) black belt, one (1) job shirt, and one (1) light jacket~~

One (1) Class B uniform shirt

Five (5) T shirts

Three (3) Class B Pants

One (1) Pair black shoes

One (1) Black belt

One (1) Job shirt

One (1) Winter jacket

~~.~~A $475 uniform allowance will be provided to each fire department member annually to purchase items approved by the fire chief or ~~their~~his/her designee starting with the next fiscal year after an employee's start of employment.

Section 2

Uniforms that are lost or damaged through neglect of an employee shall be replaced in full by the employee at no cost to the Town.

Section 3

The employee agrees to wear uniforms only for official Town business unless prior permission is obtained from the Town.

Section 4

The Town will pay for Firefighters to have their uniforms (with the exception of t-shirts) dry cleaned at a pre-approved cleaner to be selected by the Town; however, the Town's total expenditure under this section will not exceed $3,000.00 per budget year. The Chief retains the discretion to select the cleaner, and to determine the amount to be paid per uniform by the Town, as well as the method and manner of payment for cleaning.

Section 5

The employee agrees to maintain the condition and professional appearance of each uniform. Uniforms shall be maintained and worn in a professional manner that presents a positive public image. The Chief retains the discretion to inspect uniforms for compliance with this policy at any time, and to require an employee who is not in compliance with this policy to launder or dry clean their uniform at the employee's own expense.

Article 21

TUITION AID

Section 1

Full time employees covered by this ~~agreement~~ Agreement ~~wishing to take~~who choose to enroll in college~~ -~~level courses required for an ~~A.S.~~associate degree or a bachelor's~~and B.S.~~ degree in Fire Science~~,~~ ~~or~~ Emergency Management, Emergency Medical Services, Public Safety, Business Administration, Public Administration or other field of study that relates in a meaningful way to fire department duties included in the firefighter's job description or another fire department position description that a firefighter is attempting to obtain (collectively, "Qualifying Degrees")—shall be responsible for paying their own tuition costs~~ Technology will pay the tuition costs~~. All courses must be taken ~~in~~ at a ~~College~~ college or ~~University~~ university in the State of Florida system, ~~in an institution~~ approved by the State of Florida to teach fire science courses and/or EMS courses in Marion, Clay, St. Johns and Duval Counties or in an out-of-state college or university accredited by a recognized accrediting institution. The Fire Chief, in his/her sole discretion, must approve any out-of-state college or university chosen by the employee, for purposes of this Article. ~~Provided the employee signs an affidavit in the form prepared by the Town attesting that the employee is enrolled in a course covered by this Article and further that the employee is in need of resources to pay the tuition fee for the course, t~~The employee will be permitted to cash in accumulated sick leave or vacation leave to cover the actual tuition fee cost of the course, provided the employee signs an affidavit, in the form prepared by the Town, attesting to the employee's enrollment in a course covered by this Article and employee's need for resources to pay the tuition fee for the course.

Upon completion of the course the Town ~~of Orange Park~~ will reimburse the employee in accordance with the schedule below, provided ~~that~~ the employee ~~shall~~ presents evidence of completion of the course and the grades achieved to the Fire Chief no later than thirty (30) calendar days after completion of the course. Failure to ~~do so~~provide evidence of completion and the grade achieved shall result in the ~~, the Fire Chief shall~~ cancellation of the reimbursement by the Town ~~with the employee having no rights under this article~~. For out-of-state colleges and

Commented [YD1]: Note: This tracks the language of FAC 69A-37.084 of what is a "degree applicable to fire department duties". Please let me know if this should be limited to just Fire Science and Emergency Medical Services.

universities approved by the Fire Chief in accordance with ~~covered by~~ this Article, the Town will reimburse the employee in accordance with the schedule below up to the amount paid for attendance at a college or university in the State of Florida system, or at an institution approved by the State of Florida to teach fire science and/or EMS courses in Marion, Clay, St. Johns and Duval County. Any tuition costs which exceed this amount are the sole responsibility of the employee.

Final Grade in Course	Percentage of Tuition Aid
A or "pass" (in courses specifically designated as pass/fail courses)	100%
B	100%
C	85%
D or F	0%

Section 2

In addition to the above, the Town ~~agrees to~~will reimburse ~~the~~ employees for the State testing fee for Fire Inspector or Fire Officer I certification, up to a maximum of $98.00~~;~~ provided the employee presents the Town with written proof that the employee passed the test.

Section 3

In addition to the wage rates established by this Agreement, the Town agrees to pay each degree-seeking employee covered by this Agreement an additional $25.00 per month upon the successful completion of 33 credit hours towards a Qualifying Degree~~in Fire Science or Emergency Medical Services Technology~~ with a "C" average/2.0 GPA or better taken from a recognized or accredited institution of higher learning. Any employee who has successfully completed 33 credit hours in ~~both Fire Science and Emergency Medical Services~~two Qualifying

Degrees ~~Technology~~ (total of 66 credit hours) shall receive $25.00 per month for both, for a total of $50.00 per month.

In addition to the foregoing compensation:

(a) ~~Each bargaining unit~~Bargaining Unit ~~employee who has successfully completed at least thirty-three (33) semester hours toward an Associate in Arts or Associate in Science or attained the classification of sophomore at a four-year university with a "C" average/2.0 GPA or better, shall receive a twenty-five dollar ($25.00) per month pay differential.~~

~~(b)~~ Each ~~bargaining unit~~Bargaining Unit employee who has successfully completed his/her programs of study required to qualify for and possesses an Associate in Arts or Associate in Science degree in a Qualifying Degree, or who has attained the classification of junior at a four-year university with a "C" average/2.0 GPA or better in pursuit of a Qualifying Degree, shall receive a sixty dollar ($60.00) per month pay differential.

(~~c~~b) Each ~~bargaining unit~~Bargaining Unit employee who has successfully completed his/her programs of study required to qualify for and possesses a Bachelor of Arts or Bachelor of Science degree in a Qualifying Degree, shall receive a hundred fifteen dollar ($115.00) per month pay differential.

(~~d~~c) Each ~~bargaining unit~~Bargaining Unit employee who has successfully completed his/her programs of study required to qualify for and possesses a Master of Arts or Master of Science degree in a Qualifying Degree shall receive a one hundred sixty dollar ($160.00) per month pay differential.

Notwithstanding the foregoing, an employee shall not receive pay differential for more than one degree. If the employee holds two or more Qualifying Degrees of which one or more is an eligible master's degree, the pay differential will be paid for one eligible master's degree.

Commented [YD2]: Note: Please let me know if this should be limited to just Fire Science and Emergency Medical Services.

Commented [YD3]: Note: This language tracks FAC 69A-37.085. Please confirm whether this is the intent or whether the employee can receive a pay differential for each degree.

Note: The Fire Chief will examine transcripts from accredited institutions of higher learning and determine eligibility for this pay incentive.

THIRTY-THREE (33) SEMESTER HOURS TOWARD AA/AS DEGREE, "C" AVERAGE/2.0 GPA OR BETTER:

A total of $25.00 per month

AA/AS DEGREE, "C" AVERAGE/2.0 GPA OR BETTER:

A total of $60.00 per month

BA/BS DEGREE:

A total of $115.00 per month

MA/MS DEGREE:

A total of $160.00 per month

Section 4

The employee must present evidence of completion of the course and the grade achieved to validate payment from the Town.

Section 5

In the event the employee is eligible for tuition aid from other sources, such as, but not limited to, Veteran's Benefits, the payments due under this Article will be reduced by the amount of benefits paid by other sources.

Section 6

An employee who does not remain with the Town for a minimum of two (2) full years after completion of a course for which ~~he has~~they have received tuition aid shall repay the amount received to the Town before ~~he leaves~~ they leave their employment, or shall have such amount deducted from ~~his~~ their pay.

Article 22
INCREASE FOR STATE CERTIFICATIONCENTIVES

Section 1

In order to provide incentive for the members of the bargaining unitBargaining Unit to improve their skills and to improve the overall preparedness and effectiveness of the Fire Department, the Town will pay the following incentives when an employee who receives a state certificate in the area of Paramedic: Increase to the grade of a Fire Fighter/Paramedic will receive an increase to the grade of a Firefighter / Paramedic from Firefighter / EMT or Paramedic Driver from EMT Driver. .

Section 2

The Town agrees to pay all fees for EMT and Paramedic rcertificationrecertification, including fees for refresher classes or C.E.U.s if applicable, and renewal fees in accordance with Chapter 401, Florida Statutes, and Ch 10D-664J-1, Florida Administrative Code.

Section 3

Any employee covered by this Agreement who is certified in Vehicle and Machinery Rescue ("VMR") or rRope Rescue oOperations shall receive $25.00 per month for each certification (up to $50.00 per month, in addition to the employee's regular pay). To be eligible to receive the incentive discussed in this Section, the employee shall present written documentation of their certification to the Fire Chief.

Section 54

Any employee covered by this Agreement who is certified to perform the duties of a Fire Inspector and who is assigned by management to perform said duties shall receive $100.00 per month for each month so assigned, in addition to the employee's regular pay. Article 32 shall not apply to such assignment. To be eligible to receive the incentive discussed in this Section, the employee shall present written documentation of their certification to the Fire Chief.

Section 5

~~Any employee covered by this Agreement The officer and engineer~~Any firefighter, engineer, lieutenant, or captain who is regularly assigned to the Rescue unit by management to perform such duties shall receive a Rescue incentive of 1.50 per hour for each hour worked on a Rescue unit.

Commented [YD4]: Note: Should this say "any employee" or is it limited to engineers, lieutenants, and captains?

Article 23

VACANCIES

Section 1

When a permanent vacancy occurs for the position of ~~Engineer~~Driver, Lieutenant, or Captain the Town will place a notice on the Fire Department bulletin board for ten (10) calendar days. ~~Any interested employee may request from the Fire Chief a promotion request form. Such form must be returned to the Fire Chief within five (5) calendar days from the date the employee receives the request form.~~ Any interested employee shall email their intent to test along with their resume to the Fire Chief or designee within ten (10) calendar days of the announcement. The vacancy may then be filled in accordance with Section 2 of this Article. If no qualified employee expresses an interest in the vacancy, the job will be filled by the Town from other sources. It is the intent of this Article to promote to the position of ~~Engineer~~Driver, Lieutenant, or Captain from within whenever possible.

Section 2

The Town has the right to promote an employee to the position of ~~Engineer~~Driver, Lieutenant, or ~~Lieutenant or~~ Captain on the basis of several factors, including, but not limited to seniority, the ability to perform the work, performance on applicable promotional testing, physical fitness, and past employment record. A rubric outlining how the candidates will be evaluated will be posted by the Town with the position vacancy announcement.

The Union may designate a representative to be present with each Bargaining Unit Member for all testing, examinations, and/or interviews conducted during the promotion evaluation process.

Following the evaluation of qualified applicants for the promotion, the Town shall have the right to select an employee from the top three (3) candidates as determined by the Town and Fire Chief's assessment of candidates using the applicable rubric. The Town reserves the right to

retain the testing results for a period of one (1) year, to be used in subsequent promotion opportunities. In the event of a tie between candidate scores for qualification in the top three (3) candidates, the candidate with the lowest fire department employee identification number will prevail.

The ultimate decision to promote an employee to the position of ~~Engineer~~Driver, Lieutenant, or ~~Lieutenant or~~ Captain or to hire an individual to fill the position of ~~Engineer~~Driver, Lieutenant, or ~~Lieutenant or~~ Captain is a unilateral management right.

Section 3

Upon promotion to Driver, Lieutenant, or Captain, an employee shall receive a pay increase from their current pay grade to the corresponding step in their new pay grade. ~~An employee who is promoted to Engineer, Lieutenant, or Lieutenant or Captain shall receive at the time of promotion, pay consistent with the grade of an Engineer, Lieutenant, or Lieutenant or Captain that will provide an increase in pay.~~

Section 4

If during the first ~~sixty (60)~~six months of continuous work ~~days~~ following an ~~the~~ employee's promotion ~~promoted to the position of Lieutenant or Captain fails~~, in the opinion of the Town, the employee fails to perform satisfactorily the duties of ~~Engineer~~Driver, Lieutenant, or ~~Lieutenant or~~ Captain, ~~he~~ the employee will be permitted to return to ~~his~~ their original position at the salary ~~he was~~they were receiving immediately prior to the promotion without loss of seniority. It is the intention of this clause to normally return an unsuccessful employee to ~~his~~ their original position.

~~Section 5~~

~~An employee who is promoted to the position of Lieutenant shall receive at the time of promotion pay consistent with the grade of a Lieutenant that will provide an increase in pay of at least seven (7%) percent.~~

Article 24

TIME OFF FOR VOTING

Section 1

On any election day, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open one (1) hour before and one (1) hour after the regular scheduled work period, it shall be considered sufficient time for voting.

Article 25

HOURS OF WORK AND OVERTIME

Section 1

The basic work period for employees covered by this Agreement shall consist of a ~~twenty-one~~fourteen (~~21~~14) day cycle.

Section 2

When ~~management~~ the Town and/or Fire Chief deems it necessary, in it/his/her sole discretion, hours of work, work schedules, shift schedules and/or the basic work period may be changed, provided the employees are given at least five (5) ~~day's notice~~days' notice prior to the change by the Fire Chief.

Section 3

Work schedules showing shift starting time, employees' assigned hours, days of the week, and days off, shall be posted on the Department's electronic staffing program~~bulletin board~~. Insofar as possible, the Town will notify the employee five (5) days in advance of any work schedule change.

Section 4

Except as provided in Section 6, hours worked in an amount less than or equal to one hundred and ~~fifty-nine~~six (1~~59~~06) in a fourteen (14) ~~twenty-one~~ day work period which are assigned by the Fire Chief shall be compensated at the regular hourly rate. Hours worked in excess of one hundred and six (106)~~fifty-nine (159)~~ hours in a fourteen (14) ~~twenty-one (21)~~ day work period which are assigned by the Fire Chief shall be compensated at a rate of time and one half (1 – ½) the employee's regular rate of pay. Provided, however, that should an employee voluntarily switch shifts with another employee for the employee's convenience, no overtime compensation will be payable. All such shift trading must be approved in advance in writing by the Fire Chief or

his/her designee. The time during which time is traded and paid back must not exceed twelve (12) months. This provision is consistent with and supported by federal law.

Section 5

In accordance with Section 7(e)(5) of the Fair Labor Standards Act of 1938 as amended, any extra compensation provided under this Agreement shall not be included in determining any employee's regular rate of pay. In accordance with Section 7(h) of the Act, such extra compensation shall be creditable toward overtime payable under the Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

Section 6

When an employee covered by this Agreement is called back by the Town for unscheduled overtime duty due to an emergency, a minimum of two (2) hours pay at the overtime rate will be provided. Except as explicitly provided below, ~~A~~all mandatory overtime shall be compensated at time and a half employees' regular rate of pay, regardless of hours worked in the pay period.

Unscheduled recalls in connection with a ~~hurricane~~declared emergency or that require an employee to work on a holiday, as defined by Article 17 of this Agreement, shall be compensated at two times the employees' regular rate of pay, regardless of hours worked in the pay period. For the avoidance of doubt, only work actually performed on the date of the holiday shall be compensated at ~~wo times~~ the employees' regular rate of pay.

Commented [JC5]: I thought there was conversation of this stating declared emergency?

Commented [YD6R5]: Ok.

Section 7

Upon proof of attending court pursuant to subpoena or other court order involving a job-related case, not as a plaintiff in litigation against the Town, an employee who is required to be absent from a scheduled workday will receive leave with pay equal to ~~his~~ their normal pay for the hours ~~he~~ they attend~~s~~ court, provided ~~he~~ they remit~~s~~ to the Town any subpoena and witness fee received.

Section 8

Upon proof of attending court pursuant to subpoena or other court order involving a job-related case, not as a plaintiff in litigation against the Town, an off-duty employee will receive pay equal to ~~his~~ their regular hourly rate of pay for the hours ~~he~~ they attend~~s~~ court, provided ~~he~~ they remit~~s~~ to the Town any subpoena and witness fees received.

Section 9

When an employee covered by this Agreement is called to work in conjunction with emergency or disaster relief efforts, the Town will pay the employee portal to portal.

Section 10

The Fire Chief will maintain an overtime list to be used for distributing both voluntary and mandatory overtime required for more than a twelve-hour tour of duty. Employees will be listed from lowest seniority to highest seniority. Each employee is responsible for updating ~~his~~ their contact phone number to be used for overtime calls. The Fire Chief will develop guidelines for using the overtime list. When possible, overtime to staff an officer position will be assigned to an officer; however, when necessary, in the Chief's discretion, and as dictated by operational needs, this guideline may not be followed. One designated officer will be required for staffing each shift.

Article 26

ASSIGNMENT DURING DISABILITY

Section 1

Any employee temporarily assigned to a less strenuous position due to health or disability shall receive compensation and any fringe benefit attached to the Employee's position before the temporary assignment for a period of time to be determined by a qualified physician with regard to the specific nature of the employee's health or disability.

Article 27

LEAVES OF ABSENCE

Section 1

Leaves of absence with pay for relatively short periods of time may be granted by the Town to employees for personal reasons or other good causes determined by the Town. The Town has the sole right and responsibility or permitting, approving, and granting a leave of absence. In determining whether or not the leave of absence will be granted, the Town will consider such factors as the time for the request, the effect upon rendering of services, the importance of the reason for the leave, past work record, absenteeism, and seniority. Leaves under this Section shall be for seven (7) calendar days or less.

Section 2

Any employee desiring a leave of absence under this Article shall file a written request for the same with the Fire Chief stating clearly the reason for the request.

Section 3

Leaves of absence without pay for extended periods of time not to exceed one year may be granted by the Town for personal reasons or other good cause determined by the Town.

Article 28

SICK LEAVE

Section 1

Sick leave may be used by the employee for the following reasons:

A. Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of the employee's position.

B. Attendance upon immediate members of the family within the household of the employee whose illness requires such care.

All employees shall be required to furnish to the Town such information as may be requested for the proper administration of this Article. For an absence of over three (3) days to be charged against sick leave, a certificate from a medical doctor may be required prior to issuance of the employee's next payroll warrant, except that the Town Manager may require a doctor's certificate on less than a three (3) day absence. When the employee returns to work, the doctor's certificate shall contain information as to whether or not the employee can perform any and all duties normally assigned to ~~his~~ their classification, or if the employee can be assigned to duties less strenuous in nature on a temporary basis.

The Town has the right to require any employee to undergo an examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required by ~~his~~ their classification, or if the employee can be assigned to duties less strenuous in nature on a temporary basis. The Town shall also have the right to require an employee who is out on sick leave to make periodic status reports on ~~his~~ their condition and ~~his~~ their intent to return to work. Failure to comply with any provision in this Article shall be grounds for disciplinary action up to and including discharge.

Section 2

An employee who is assigned to work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall earn sick leave at the rate of twelve (12) hours per calendar

month, if the employee was on paid leave or worked at least 216 hours in that month. No such employee shall be permitted to accumulate more than one thousand and eighty (1,080) hours of unused sick leave, except for purposes of Section 7 of this Article. An employee who is assigned to work a schedule of forty (40) hours per week shall earn sick leave at the rate of eight (8) hours per calendar month, if the employee was in an authorized paid status twenty (20) days in that month. No such employee shall be permitted to accumulate more than seven hundred and twenty (720) hours of unused sick leave except for purposes of Section 7 of this Article.

Section 3

In order to be eligible for sick leave the employee must personally notify the Fire Chief or on duty Fire Captain as early as possible, and at least one (1) hour before ~~his~~ their regularly scheduled starting time, when ~~he is~~they are unable to report to work because of illness.

Section 4

In addition to the sick leave benefit herein provided the employee who resigns with less than eight years of service, may be entitled to receive terminal leave pay for a period of time equal to seventy-five percent (75%) of such employee's unused accumulated sick leave hours (not to exceed three-hundred sixty (360) hours for 24/48 shift employees or seventy-five percent (75%) of such employee's accumulated sick leave hours (not to exceed two-hundred forty (240) hours for employees assigned to work a forty (40) hour work week) on the basis of the following formula:

For 24/48 shift employees:

75% x number of unused accumulated sick leave hours x employee's regular hourly rate of pay.

For 40 hour work week employees:

75% x number of unused sick leave hours x employee's regular rate of pay.

This terminal sick leave may be paid only upon the employee giving the Town two (2) weeks advance written notice of the last day of work.

Section 5

In addition to the sick leave benefits herein provided an employee who retires, or who provides a two-week notice of ~~his~~ their resignation, after completing eight (8) or more years of continuous uninterrupted service may be entitled to receive terminal leave pay for a period of time equal to seventy-five percent (75%) of such employee's unused accumulated sick leave hours (not to exceed eight hundred and ten (810) hours for 24/48 shift employees, or five hundred and forty (540) hours for employees assigned to work a forty (40) hour work week) on the basis of the following formula:

75% x number of unused accumulated sick leave hours x employee's regular hourly rate of pay.

Section 6

In addition to the sick leave benefits provided herein any employee who accumulates more than one thousand and eighty (1,080) hours (or seven hundred and twenty (720) hours in the case of employees assigned to work a forty (40) hour work week) of unused sick leave will be entitled to incentive pay on the basis of the following formula:

50% x number of unused accumulated sick leave hours [in excess of 1,080 hours (or 720 hours for forty (40) hour work week employees)] x employee's regular hourly rate of pay.

Payment will be made on the first pay day of December of each year.

Section 7

Sick leave benefits should be carefully guarded and not dissipated or abused. Abuse of sick leave occurs when an employee misrepresents the actual reasons for charging any absence to sick leave, or when an employee uses sick leave for unauthorized purposes.

Section 8

Penalty for abuse of sick leave shall be as follows:

First Offense: Employee will be charged with an unpaid unauthorized absence.

Additional Offenses Within One Year: Employee may be disciplined up to and including dismissal and forfeiture of any lump-sum sick leave payments provided for in this Agreement.

Section 9

All sick leave hours actually taken will be recorded in their entirety. For example, if a full 24 hour shift of sick leave is taken, it will be charged as 24 hours for an employee assigned to a 24/48 hour shift schedule. Sick leave shall be taken in increments of not less than twelve (12) hours (or in increments of four (4) hours for employees assigned to work a forty (40) hour work week) unless emergency sick leave for a lesser number of hours is granted by the Captain and approved by the Fire Chief while the employee is on duty or unless it is taken as part of Family and Medical Leave Act leave.

Article 29

MILITARY LEAVE

Section 1

The Town and the ~~union~~ Union agree to comply with the provisions set forth in the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (formerly the Military Selective Service Act of 1967) and the Uniformed Services Employment and Reemployment Rights Act.

Section 2

Employees who by reason of membership in the United States Military Reserve or the National Guard, and who by the appropriate authority are ordered to attend annual training periods, shall be granted leave with pay for such training as consistent with Florida Statute, and shall not have this time deducted from personal leave hours.

Section 3

No employee entitled to military leave shall lose the rank, grade, rating or seniority held by him at the time such leave is granted.

Section 4

Employees requesting military leave are responsible for notifying the Fire Chief as soon as possible of the dates for such training period(s) and to provide an official set of orders.

Article 30

BEREAVEMENT LEAVE

Section 1

Up to twenty-four (24) hours bereavement leave may be taken at the time of the death of a member of the immediate family. For purposes of this Section, immediate family is defined as the father, mother, step-parents, spouse, children, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of the employee or spouse, and grandchildren. Requests for time off shall be submitted in writing to the Fire Chief.

Section 2

Additional sick leave may be granted at the discretion of the Fire Chief.

Section 3

All employees shall be required to furnish to the Town such information as may be requested for the proper administration of the Article.

Article 31

JURY DUTY

Section 1

A regular, ~~full-time~~full-time employee who must be absent from ~~his~~ their regular duties by reason of jury duty shall receive compensation from the Town equal to the difference between jury pay and the employee's regular compensation for those days which ~~he~~ they actually serve~~s~~. Excluded are payments for travel and meals.

Section 2

If an employee is excused from jury duty before one third of their~~his~~ work shift has been worked, they will return and work ~~his~~ for the remaining scheduled hours for the shift.

Section 3

Each day the employee reports for jury duty they shall have the court bailiff sign a slip provided by the Town showing the time jury duty began and ended and turn over such slip to the Fire Chief on ~~his~~ their next work day.

Article 32

WORKING OUT OF CLASSIFICATION

Section 1

Any person covered by the Agreement who is temporarily required by the Town to accept the responsibilities and carry out the full range of duties of the position of ~~Driver~~~~Engineer~~Driver, Lieutenant, or Captain shall be paid at the rate of seven (7%) percent per position of the current hourly pay for the duration of the temporary increase in duties. This compensation shall be paid in addition to any other compensation which the employee would normally receive if not working out of classification.

Article 33

MILEAGE ALLOWANCE

Section 1

Employees required by the Fire Chief to use their private vehicle for Fire Department business shall be compensated at the state rate.

Article 34

WAGES

Section 1

The pay plan for the three-year term of this Agreement is set forth in Appendix I.

Section 2

Except as provided herein, original appointment to the classification of Firefighter / EMT, Firefighter / Paramedic, ~~Engineer~~EMT / Driver, Paramedic / Driver, ~~Firefighter/Paramedic,~~ Lieutenant and Captain will be made at the entrance rate and advancement from the entrance rate to the maximum rate shall be by successive percentage increases, provided that any Town of Orange Park Firefighter / EMT or ~~Engineer~~MT / Driver who subsequently (after initial employment) receives state certification as a Paramedic will be placed in the Paramedic pay plan according to his/her years in service. ~~All newly hired Firefighter/Paramedics will be placed in the pay plan as "Starting Paramedic."~~ The Fire Chief may approve initial compensation at a higher rate than the minimum rate in the range for the position classification when the needs of the service make such action necessary. Such decision shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 3

~~Employees who are in the Paramedic classification and who have not topped out may be granted successive increases as set forth in this Section.~~

Except as otherwise provided in this Agreement, successive increases may be granted no sooner than the number of years set forth in the pay Plan from the employee's date of last increase, until the employee reaches the maximum rate of pay for his/her classification, provided he/she receives a satisfactory or above performance rating from the Fire Chief.

For the purposes of determining whether ~~or not~~ the employee has satisfactorily performed services for the Town for increases, the Fire Chief shall notify the Town Manager in writing of the

Chief's evaluation, with his/her recommendation for increase action. If the employee's performance has not been graded by the Fire Chief as satisfactory during the time period involved, the employee shall next be considered for an increase six months after their ~~after he has worked six months past his~~ last evaluation. The employee shall be advised in writing as to the reason an increase was not granted at the usual time. The evaluation rating of an employee under this Article is within the sole discretion of the Town and is not subject to the grievance or arbitration procedures of the contract.

~~Section 4~~

~~Any employee receiving promotion will be laterally~~vertically ~~moved from their original pay plan rate, as set by~~placed into ~~Appendix 1, to the pay plan rate corresponding with their position following the promotion~~the appropriate pay plan at a rate which will give the employee at least a ~~seven percent (7%) pay increase over his current salary. Increases will be effective upon the anniversary of the employee's date of hire and are contingent upon the employee receiving a satisfactory or above rating on his~~ their ~~most recent performance review.~~

Commented [JC7]: This should be a vertical move

Commented [JC8]: Can this be removed article 23 section 3 states the raise they will get upon promotion?

Commented [YD9R8]: Ok.

~~Section 5~~

~~Any employee covered by this Agreement who is certified to perform the duties of a Fire Inspector and who is assigned by management to perform said duties shall receive $100.00 per month for each month so assigned, in addition to the employee's regular pay. Article 32 shall not apply to such assignment.~~

~~Section 6~~

~~Employees hired prior to June 8, 2016 that have ten (10) or more years of service as of June 8, 2016 and employees hired prior to June 8, 2016, upon reaching ten (10) years of service, shall be eligible to receive a three percent (3%) annual raise, in lieu of the percentage rates reflected in the attached amended pay scale, pursuant to the criteria established in this article.~~

~~In no case will an employee receive a salary increase that results in that employee exceeding the "Max Pay" amount for their position.~~

Article 35

PENSION

Section 1

The Town agrees to negotiate over the subject of pension to the extent required by Florida law during negotiations over any successor agreement, providing the ~~union~~ Union notifies the Employer of its desire to renegotiate this Agreement pursuant to the terms of Article 42.

Article 36

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF PARTIES

Section 1

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This contract expressly supersedes any practices, understandings, and agreement not specifically provided for and incorporated in this Agreement. Therefore, the Town and the ~~union~~Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to request or require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, whether or not such matters may not have been within the knowledge or contemplation of either or both parties after the time they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its terms except as may be otherwise specifically provided herein.

Article 37

SEPARABILITY

Section 1

It is understood and agreed that if any part of this Agreement is in conflict with any law, such part or parts shall be suspended and the appropriate laws shall prevail and the remainder of this Agreement shall not be affected thereby.

Article 38

TIME POOL

Section 1

All members of the ~~bargaining unit~~Bargaining Unit who are not on probation as new employees may contribute 24 hours per year (either earned vacation time) to the Union time pool. Provided that the maximum number of hours which may be accumulated in the pool under this Article is 432 hours.

Section 2

~~This leave will be computed and placed in a bank on the 1st day of October each year.~~ Employees wishing to contribute to the pool must complete the leave request form. ~~on or before October 1.~~ The Union President or Vice President must sign off on the request.

Section 3

The Fire Chief, or his/her designee shall have the discretion to grant or deny use of pool time.

Section 4

Union time pool hours not expended during the previous year will be compounded onto the new bank of hours beginning October 1 of each year, provided the maximum accumulation set forth in Section 1 is not exceeded.

Section 5

The Town shall have the right to review this Article each year and eliminate the Union time pool if it becomes an excessive administrative burden to the Town. The Union shall hold the Town harmless for any dispute arising out of deduction for and use of the Union time pool.

Article 39

FAMILY AND MEDICAL LEAVE ACT

Benefits such as seniority, sick leave or vacation leave do not accrue during Family and Medical Leave Act leave. Benefits accrued at the time leave began are available upon return from leave.

Employees shall be required to substitute paid leave which the employee has accrued under this Agreement for qualified Family and Medical Leave Act leave.

Article 40

COMPLIANCE WITH FEDERAL AND STATE LAWS

Nothing in this Agreement shall prevent the Town from complying with federal and state laws. For example, the Town shall have the right to take whatever steps necessary to accommodate a qualified applicant or ~~bargaining unit~~Bargaining Unit employee with a disability, including, but not limited to, job restructuring by reallocation or redistributing job functions, altering when and how essential job functions are performed, establishing policies or reassigning the individual to a vacant position, regardless of any other provision of this Agreement.

Article 41

CARE AND DAMAGE TO EQUIPMENT OR PROPERTY

Bargaining unit employees shall use care in handling Town property or equipment and in handling property or equipment entrusted to the Town by other agencies or persons. Employees shall report immediately any damage or loss of said property or equipment. Furthermore, any employee who willfully or negligently loses, damages or destroys said property or equipment shall be subject to disciplinary action up to and including discharge, and shall be required to pay the Town 20% of the value of the property or equipment or damage with a limit of $200.00. The determination of whether or not an employee shall be required to make any payment under this section shall be made by the Town Manager.

Article 42

DURATION OF AGREEMENT

The Agreement shall commence and become effective on the October 1, 2024 ~~4~~and shall continue in full force and effect until midnight of the 30th day of September, 2027~~4~~, subject to the approval of the Town Council.

Each party shall have the right to reopen one (1) Article of its choice, with the exception of Article 34 (Wages), which shall not be subject to bargaining for the duration of this Agreement. If either party desires to reopen, it may do so by giving the other party written notice to that effect not less than ninety (90) days nor more than one hundred fifty (150) days prior to October 1st of each year. No other item or provision of this Agreement shall be a proper subject for bargaining during such bargaining session. ~~If either party desires to renegotiate this Agreement, it may do so by giving the other party written notice to that effect not less than ninety (90) nor more than one hundred fifty (150) days prior to October 1st of each year.~~

~~Each party shall have the right to reopen four (4) Articles of its choice. If either party desires to reopen, it may do so by giving the other party notice as stated above. No other item or provision of this Agreement shall be a proper subject for bargaining during such bargaining sessions.~~

~~Article 25, entitled "Hours of Work and Overtime" shall be subject to renegotiation by either party in the event that the Federal Fair Labor Standards Act of 1938, as amended, is amended with respect to overtime payment to public employees or the provisions of this Agreement concerning overtime payment should otherwise become inconsistent with Federal law or regulation.~~

IN WITNESS THEREOF, the parties to this Agreement have set their signature this _____ day of _____ 2024.

FOR THE UNION

President, Local 2668
International Association of Firefighters

FOR THE TOWN OF ORANGE PARK

Gary Goble~~Sarah Campbell~~
Interim Town Manager

The Honorable ~~Randy~~ Winnette ~~Anderson~~Sandlin
Mayor

FIREFIGHTERS
APPENDIX I
SEE ATTACHED PAY SCALE

Fiscal Year 2024 – 2025

	Grade / Steps	1	2 (6 month)	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Firefighter / EMT	F1	$50,407.92	$51,647.76	$54,279.72	$56,593.08	$59,019.84	$59,019.84	$61,569.72	$61,569.72	$64,244.88	$64,244.88	$65,931.84	$65,931.84	$67,668.48	$67,668.48	$70,650.36	$70,650.36	$71,902.08	$71,902.08	$73,179.72	$74,483.28
EMT / Driver	F2	$53,355.24	$54,729.00	$57,516.48	$59,990.76	$62,598.96	$62,598.96	$65,315.16	$65,315.16	$68,179.32	$68,179.32	$69,984.00	$69,984.00	$71,842.68	$71,842.68	$75,031.92	$75,031.92	$75,031.92	$75,031.92	$75,701.52	-
Firefighter Paramedic	F4	$59,920.56	$61,495.20	$64,685.52	$67,518.36	$70,493.76	$70,493.76	$73,616.04	$73,616.04	$76,894.92	$76,894.92	$78,960.96	$78,960.96	$81,088.56	$81,088.56	$84,741.12	$84,741.12	$84,741.12	$84,741.12	$85,507.92	-
Paramedic / Driver	F5	$63,570.96	$65,413.44	$68,651.28	$71,682.84	$74,864.52	$74,864.52	$78,204.96	$78,204.96	$81,713.88	$81,713.88	$83,924.64	$83,924.64	$86,200.20	$86,200.20	$90,108.72	$90,108.72	$90,108.72	$90,108.72	$90,929.52	-
Lieutenant	F7	$71,609.40	$73,518.84	$77,434.92	$80,904.96	$84,547.80	$84,547.80	$88,373.16	$88,373.16	$92,390.76	$92,390.76	$94,921.20	$94,921.20	$97,527.24	$97,527.24	$102,001.68	$102,001.68	$102,001.68	$102,001.68	$102,941.28	-
Captain	F8	$76,081.68	$78,074.28	$82,291.68	$86,004.72	$89,903.52	$89,903.52	$93,997.80	$93,997.80	$98,296.20	$98,296.20	$101,003.76	$101,003.76	$103,792.32	$103,792.32	$108,579.96	$108,579.96	$108,579.96	$108,579.96	$109,585.44	-

	FF/EMT		Engineer		Lieutenant		Captain	
Steps	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	$16.9899	$49,474.57	19.5384	$56,895.75				
2	$17.3722	$50,587.74	19.9780	$58,175.90	$22.3753	$65,157.01		
3	$17.7630	$51,725.97	20.4275	$59,484.86	$22.8788	$66,623.05	26.3106	76,616.50
4	$18.1627	$52,889.80	20.8871	$60,823.27	$23.3936	$68,122.06	26.9026	78,340.37
5	$18.5714	$54,079.82	21.3571	$62,191.80	$23.9199	$69,654.81	27.5079	80,103.03
6	$18.9892	$55,296.62	21.8376	$63,591.11	$24.4581	$71,222.04	28.1268	81,905.35
7	$19.4165	$56,540.79	22.3290	$65,021.91	$25.0084	$72,824.54	28.7597	83,748.22
8	$19.8534	$57,812.96	22.8314	$66,484.90	$25.5711	$74,463.09	29.4068	85,632.56
9	$20.3001	$59,113.75	23.3451	$67,980.81	$26.1465	$76,138.51	30.0684	87,559.29
10	$20.7568	$60,443.81	23.8703	$69,510.38	$26.7348	$77,851.63	30.7450	89,529.37
11	$21.2238	$61,803.80	24.4074	$71,074.37	$27.3363	$79,603.29	31.4367	91,543.78
12	$21.7014	$63,194.38	24.9566	$72,673.54	$27.9514	$81,394.36	32.1441	93,603.52
13	$22.1896	$64,616.26	25.5181	$74,308.69	$28.5803	$83,225.74	32.8673	95,709.60
14	$22.6889	$66,070.12	26.0923	$75,980.64	$29.2233	$85,098.32	33.6068	97,863.06
15	$23.1994	$67,556.70	26.6793	$77,690.20	$29.8808	$87,013.03	34.3630	100,064.98
16	$23.7214	$69,076.72	27.2796	$79,438.23	$30.5532	$88,970.82	35.1361	102,316.45
17	$24.2551	$70,630.95	27.8934	$81,225.59	$31.2406	$90,972.67	35.9267	104,618.57
18	$24.8009	$72,220.15	28.5210	$83,053.17	$31.9435	$93,019.55	36.7351	106,972.48
19					$32.6623	$95,112.49	37.5616	109,379.36
20							38.4067	111,840.40

Fiscal Year 2025 – 2026

	Grade / Steps	1	2 (6 month)	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Firefighter / EMT	F1	$54,440.55	$55,779.58	$58,622.10	$61,120.53	$63,741.43	$63,741.43	$66,495.30	$66,495.30	$69,384.47	$69,384.47	$71,206.39	$71,206.39	$73,081.96	$73,081.96	$76,302.39	$76,302.39	$77,654.25	$77,654.25	$79,034.10	$80,441.94
EMT / Driver	F2	$57,623.66	$59,107.32	$62,117.80	$64,790.02	$67,606.88	$67,606.88	$70,540.37	$70,540.37	$73,633.67	$73,633.67	$75,582.72	$75,582.72	$77,590.09	$77,590.09	$81,034.47	$81,034.47	$81,034.47	$81,034.47	$81,757.64	-
Firefighter Paramedic	F4	$64,714.20	$66,414.82	$69,860.36	$72,919.83	$76,133.26	$76,133.26	$79,505.32	$79,505.32	$83,046.51	$83,046.51	$85,277.84	$85,277.84	$87,575.64	$87,575.64	$91,520.41	$91,520.41	$91,520.41	$91,520.41	$92,348.55	-
Paramedic / Driver	F5	$68,656.64	$70,646.52	$74,143.38	$77,417.47	$80,853.68	$80,853.68	$84,461.36	$84,461.36	$88,250.99	$88,250.99	$90,638.61	$90,638.61	$93,096.22	$93,096.22	$97,317.42	$97,317.42	$97,317.42	$97,317.42	$98,203.88	-
Lieutenant	F7	$77,338.15	$79,400.35	$83,629.71	$87,377.36	$91,311.62	$91,311.62	$95,443.01	$95,443.01	$99,782.02	$99,782.02	$102,514.90	$102,514.90	$105,329.42	$105,329.42	$110,161.81	$110,161.81	$110,161.81	$110,161.81	$111,176.58	-
Captain	F8	$82,168.21	$84,320.22	$88,875.01	$92,885.10	$97,095.80	$97,095.80	$101,517.62	$101,517.62	$106,159.90	$106,159.90	$109,084.06	$109,084.06	$112,095.71	$112,095.71	$117,266.36	$117,266.36	$117,266.36	$117,266.36	$118,352.28	-

Steps	FF/EMT		Engineer		Lieutenant		Captain	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	$18.3491	$53,432.53	$21.1014	$61,447.41				
2	$18.7619	$54,634.76	$21.5762	$62,829.98	$24.1654	$70,369.57		
3	$19.1841	$55,864.84	$22.0617	$64,243.65	$24.7091	$71,952.89	$28.4155	$82,745.82
4	$19.6157	$57,120.99	$22.5581	$65,689.13	$25.2651	$73,571.83	$29.0548	$84,607.60
5	$20.0571	$58,406.21	$23.0656	$67,167.14	$25.8335	$75,227.20	$29.7085	$86,511.28
6	$20.5084	$59,720.35	$23.5846	$68,678.40	$26.4148	$76,919.81	$30.3770	$88,457.78
7	$20.9698	$61,064.06	$24.1153	$70,223.66	$27.0091	$78,650.50	$31.0605	$90,448.08
8	$21.4416	$62,438.00	$24.6579	$71,803.70	$27.6168	$80,420.14	$31.7593	$92,483.16
9	$21.9241	$63,842.85	$25.2127	$73,419.28	$28.2382	$82,229.59	$32.4739	$94,564.03
10	$22.4173	$65,279.32	$25.7799	$75,071.21	$28.8735	$84,079.76	$33.2046	$96,691.72
11	$22.9217	$66,748.10	$26.3600	$76,760.32	$29.5232	$85,971.55	$33.9517	$98,867.29
12	$23.4375	$68,249.93	$26.9531	$78,487.42	$30.1875	$87,905.91	$34.7156	$101,091.80
13	$23.9648	$69,785.56	$27.5595	$80,253.39	$30.8667	$89,883.80	$35.4967	$103,366.37
14	$24.5040	$71,355.73	$28.1796	$82,059.09	$31.5612	$91,906.18	$36.2954	$105,692.11
15	$25.0554	$72,961.24	$28.8137	$83,905.42	$32.2713	$93,974.07	$37.1120	$108,070.18
16	$25.6191	$74,602.86	$29.4620	$85,793.29	$32.9974	$96,088.49	$37.9470	$110,501.76
17	$26.1955	$76,281.43	$30.1249	$87,723.64	$33.7399	$98,250.48	$38.8008	$112,988.05
18	$26.7849	$77,997.76	$30.8027	$89,697.42	$34.4990	$100,461.11	$39.6739	$115,530.28
19					$35.2752	$102,721.49	$40.5665	$118,129.71
20							$41.4793	$120,787.63

Fiscal Year 2026 – 2027

	Grade / Steps	1	2 (6 month)	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Firefighter / EMT	F1	$58,795.80	$60,241.95	$63,311.87	$66,010.17	$68,840.74	$68,840.74	$71,814.92	$71,814.92	$74,935.23	$74,935.23	$76,902.90	$76,902.90	$78,928.52	$78,928.52	$82,406.58	$82,406.58	$83,866.59	$83,866.59	$85,356.83	$86,877.30
EMT / Driver	F2	$62,233.55	$63,835.91	$67,087.22	$69,973.22	$73,015.43	$73,015.43	$76,183.60	$76,183.60	$79,524.36	$79,524.36	$81,629.34	$81,629.34	$83,797.30	$83,797.30	$87,517.23	$87,517.23	$87,517.23	$87,517.23	$88,298.25	-
Firefighter Paramedic	F4	$69,891.34	$71,728.00	$75,449.19	$78,753.42	$82,223.92	$82,223.92	$85,865.75	$85,865.75	$89,690.23	$89,690.23	$92,100.06	$92,100.06	$94,581.70	$94,581.70	$98,842.04	$98,842.04	$98,842.04	$98,842.04	$99,736.44	-
Paramedic / Driver	F5	$74,149.17	$76,298.24	$80,074.85	$83,610.86	$87,321.98	$87,321.98	$91,218.27	$91,218.27	$95,311.07	$95,311.07	$97,889.70	$97,889.70	$100,543.91	$100,543.91	$105,102.81	$105,102.81	$105,102.81	$105,102.81	$106,060.19	-
Lieutenant	F7	$83,525.20	$85,752.37	$90,320.09	$94,367.55	$98,616.55	$98,616.55	$103,078.45	$103,078.45	$107,764.58	$107,764.58	$110,716.09	$110,716.09	$113,755.77	$113,755.77	$118,974.76	$118,974.76	$118,974.76	$118,974.76	$120,070.71	-
Captain	F8	$88,741.67	$91,065.84	$95,985.02	$100,315.91	$104,863.47	$104,863.47	$109,639.03	$109,639.03	$114,652.69	$114,652.69	$117,810.79	$117,810.79	$121,063.36	$121,063.36	$126,647.67	$126,647.67	$126,647.67	$126,647.67	$127,820.46	-

Steps	FF/EMT		Engineer		Lieutenant		Captain	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	$20.1840	$58,775.78	$23.2116	$67,592.15				
2	$20.6381	$60,098.24	$23.7339	$69,112.97	$26.5819	$77,406.53		
3	$21.1023	$61,450.43	$24.2679	$70,668.02	$27.1800	$79,148.18	$31.2570	$91,020.41
4	$21.5773	$62,833.08	$24.8139	$72,258.05	$27.7916	$80,929.01	$31.9603	$93,068.36
5	$22.0628	$64,246.83	$25.3722	$73,883.85	$28.4169	$82,749.92	$32.6794	$95,162.40
6	$22.5592	$65,692.38	$25.9431	$75,546.24	$29.0562	$84,611.79	$33.4147	$97,303.56
7	$23.0668	$67,170.46	$26.5268	$77,246.03	$29.7100	$86,515.55	$34.1665	$99,492.89
8	$23.5858	$68,681.80	$27.1236	$78,984.07	$30.3785	$88,462.15	$34.9353	$101,731.48
9	$24.1165	$70,227.14	$27.7339	$80,761.21	$31.0620	$90,452.55	$35.7213	$104,020.44
10	$24.6591	$71,807.25	$28.3579	$82,578.33	$31.7609	$92,487.73	$36.5250	$106,360.89
11	$25.2139	$73,422.91	$28.9960	$84,436.35	$32.4755	$94,568.71	$37.3468	$108,754.02
12	$25.7812	$75,074.93	$29.6484	$86,336.16	$33.2062	$96,696.50	$38.1871	$111,200.98
13	$26.3613	$76,764.11	$30.3155	$88,278.73	$33.9534	$98,872.18	$39.0464	$113,703.00
14	$26.9544	$78,491.30	$30.9976	$90,265.00	$34.7173	$101,096.80	$39.9249	$116,261.32
15	$27.5609	$80,257.36	$31.6950	$92,295.96	$35.4984	$103,371.48	$40.8232	$118,877.20
16	$28.1810	$82,063.15	$32.4082	$94,372.62	$36.2972	$105,697.34	$41.7417	$121,551.94
17	$28.8151	$83,909.57	$33.1374	$96,496.01	$37.1138	$108,075.53	$42.6809	$124,286.86
18	$29.4634	$85,797.54	$33.8830	$98,667.17	$37.9489	$110,507.23	$43.6412	$127,083.31
19					$38.8028	$112,993.64	$44.6232	$129,942.68
20							$45.6272	$132,866.39

Appendix 1

Positions and Pay Ranges for Orange Park Fire Department

CURRENT

Effective October 1, 2023

	Year	0	0.5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Grade/ Steps	1		2		3		4		5		6		7		8		9		10	
Starting Firefighter/EMT	F1	$46,674	$47,822	$50,259	$52,401	$54,648	$54,648	$57,009	$57,009	$59,486	$59,486	$61,048	$61,048	$62,656	$62,656	$65,417	$65,417	$66,576	$66,576	$67,759	$68,966
Firefighter/EMT Driver	F2	$49,403	$50,675	$53,256	$55,547	$57,952	$57,952	$60,477	$60,477	$63,129	$63,129	$64,800	$64,800	$66,521	$66,521	$69,474	$69,474	$69,474	$69,474	$70,094	
Starting Paramedic	F4	$55,482	$56,940	$59,894	$62,517	$65,272	$65,272	$68,163	$68,163	$71,199	$71,199	$73,112	$73,112	$75,082	$75,082	$78,464	$78,464	$78,464	$78,464	$79,174	
Paramedic Driver	F5	$58,862	$60,568	$63,566	$66,373	$69,319	$69,319	$72,412	$72,412	$75,661	$75,661	$77,708	$77,708	$79,815	$79,815	$83,434	$83,434	$83,434	$83,434	$84,194	
Lieutenant	F7	$66,305	$68,073	$71,699	$74,912	$78,285	$78,285	$81,827	$81,827	$85,547	$85,547	$87,890	$87,890	$90,303	$90,303	$94,446	$94,446	$94,446	$94,446	$95,316	
Captain	F8	$70,446	$72,291	$76,196	$79,634	$83,244	$83,244	$87,035	$87,035	$91,015	$91,015	$93,522	$93,522	$96,104	$96,104	$100,537	$100,537	$100,537	$100,537	$101,468	

1. Employees with 11 years of service upon adoption, will receive a step annually, with satisfactory evaluation, until maximum pay is reached.
2. Upon promotion employees will move to the next grade and closest step which provides at least a 7% increase in pay.

APPENDIX II

SUBSTANCE ABUSE POLICY

(Amended ~~10/01/03~~ July 21, 202~~5~~6)

TOWN OF ORANGE PARK SUBSTANCE ABUSE POLICY

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I. INTRODUCTION

The Town of Orange Park (the "Town") acknowledges the problem of substance abuse in our society. It is a serious and pervasive problem that threatens the health and safety of our employees, our community and our government.

Unlike many other debilitating and ~~life-threatening~~life-threatening afflictions, drug abuse usually begins voluntarily. Drug abuse, while directly impacting the individual, has a harmful influence on the individual's family, friends, co-workers, employer and the community. In addition to the emotional costs, drug abuse can affect employee safety and robs government of time and productivity. For these reasons, we are introducing a new drug abuse policy to help ensure you will have a workplace free from drugs.

This policy is designated to provide you with information to understand and recognize drug abuse. We believe this is the first step toward eliminating such abuse. By fighting substance abuse and enlisting your assistance here and at home we believe we can effectively prevent any problem in our Town.

We recognize the valuable role of prescription drugs when taken under the direction of a physician and administered responsibly. However, the Town ~~of Orange Park~~ also recognizes the potential problem posed by irresponsible use. The abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances. The Town ~~of Orange Park~~ appreciates the service and loyalty of our employees. We believe this program demonstrates a balance between our respect for individual privacy with our need to keep a safe, productive, drug-free work environment.

II. PURPOSE

~~In an effort to~~To meet its commitment to public and employee safety and to eliminate future substance abuse related costs from its operations, the Town ~~of Orange Park~~ has established a policy to test employees for drugs (including alcohol) and to encourage and aid the Town's employees in overcoming drug dependency problems. The Town ~~of Orange Park i~~is committed to a drug-free ~~work place~~workplace and a drug-free work force. The Town's Policy (defined below) is not directed at employee conduct off the job, unless that conduct effects on-duty performance. As a condition of employment, all employees are required to fully comply with the provisions of the Town's Substance Abuse Policy. All employees shall receive and be asked to read the Town's Policy ~~with regard to~~regarding alcohol and drug usage and sign a statement indicating their understanding of the Policy.

The Town ~~of Orange Park~~'s Substance Abuse Policy (the "Policy") fully comports with Chapter 440, Florida Statutes as well as the Workers' Compensation Drug Testing Rules enacted by the Department of Labor and Employment Security, Division of Worker's Compensation, for the State of Florida (hereinafter referred to as the "Division"). This ~~policy~~ Policy ~~is~~ also ~~designed to~~ compl~~y~~ies with the Federal Highway Administration ("DOT") Controlled Substances and Alcohol Use and Testing Rules. Questions concerning the application or interpretation of the Policy should be directed to the Personnel Manager.

III. RULES OF CONDUCT

The Town ~~of Orange Park~~ strictly prohibits its employees from being on duty and possessing, using, distributing or being under the influence of alcohol, marijuana, or any drug not prescribed for the employee. Further, the Town ~~of Orange Park~~ prohibits its employees from misusing alcohol or possessing, using or distributing drugs off the job to the extent that any off-duty possession, use or distribution impacts upon their effectiveness and ability to perform their employment duties, or adversely affects the interests of the Town ~~of Orange Park~~.

The penalty for violation of this ~~e Town of Orange Park's Substance Abuse~~ Policy may result in termination of employment or some other form of discipline which the Town, in its discretion, deems appropriate, and loss of workers' compensation benefits.

General Prohibitions ~~On~~on Alcohol and Other Controlled Substances Use Applicable to Commercial Drivers

A. Controlled Substances or Drugs. No ~~commercial~~ Commercial ~~driver~~ Driver shall report for duty or remain on duty requiring the performance of ~~safety~~Safety-~~sensitive~~ Sensitive ~~functions~~ Functions when the ~~driver~~ Employee uses or is under the influence of any ~~controlled~~ Controlled ~~substance~~Substance and/or Prescription Medication, except when the use is pursuant to the instructions of a physician who has advised the ~~driver~~ Employee that the Controlled Substance and/or Prescription Medication ~~substance~~ does not adversely affect the ~~driver's~~ Employee's ability to safely operate a ~~commercial~~ Commercial ~~motor~~ Motor ~~vehicle~~Vehicle. Furthermore, no ~~driver~~ Employee shall report for duty, remain on duty, or perform a Safety-Sensitive Function~~safety-sensitive function~~, if the ~~driver~~ Employee tests positive for ~~controlled~~ Controlled ~~substances~~Substances and/or Prescription Medication, without documentation from Employee's physician regarding the effects of said Controlled Substances and/or Prescription Medication.

B. Alcohol. No Commercial Driver ~~commercial driver~~ shall report for duty or remain on duty requiring the performance of Safety-Sensitive Functions~~safety-sensitive functions~~ while having an ~~alcohol~~ Alcohol concentration of 0.04 or greater. No driver shall be on duty or operate a Commercial Motor Vehicle ~~commercial motor vehicle~~ while the ~~driver~~ Employee possesses ~~alcohol~~Alcohol, unless the ~~alcohol~~ Alcohol is manifested and transported as part of a shipment. No ~~driver~~ Employee shall use ~~alcohol~~ Alcohol while performing Safety-Sensitive Functions~~safety-sensitive functions~~ or within four (4) hours after using ~~alcohol~~Alcohol. Finally, no ~~driver~~ Employee required to take a post-~~accident~~ Accident ~~alcohol~~ Drug ~~test~~ Test as described in this Policy shall use ~~alcohol~~ Alcohol for eight (8) hours following the accident or until he/she undergoes a post-Accident Drug Test~~post-accident alcohol test~~, whichever occurs first.

C. Refusal to Submit. No Commercial Driver ~~commercial driver~~ shall Refuse to Submit ~~refuse to submit~~ to any Drug Test under this Policy~~post-accident alcohol or controlled substance test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substance test~~. Refusal to Submit to submit to any Drug Test under this Policy shall be grounds for discipline up to and including termination.

IV. DEFINITIONS

~~For the purpose of~~The following definitions apply to this Policy ~~construing the Town of Orange Park's Substance Abuse Policy, the following definitions apply~~:

1. "Accident" means ~~self-injury~~self-injury, unexplained damage to equipment or property, or an accident involving a commercial motor vehicle that results in the loss of human life, or that results in the receipt of a citation under State or local law for a moving traffic violation arising from the accident.

2. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.

3. "Chain-Of-Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing and reporting of test results.

4. "Collection Site" means a place where individuals present themselves for the purpose of providing a specimen to be analyzed for the presence of drugs.

5. "Collection Site Person" means a person provided by an approved ~~laboratory~~Laboratory who instructs and assists individuals at a collection site and who receives and makes an initial examination of the specimen provided by those individuals.

6. "Commercial Driver" means any person who operates a commercial motor vehicle and who is required to hold a ~~commercial~~ Commercial ~~drivers~~ Driver ~~license~~License. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermediate or occasional drivers; leased drivers; and independent, owner/operator drivers.

7. "Commercial Driver License" ~~or "CDL"~~ means a Class A, Class B, or Class C drivers license issued in accordance with the requirements of Chapter 322, Florida Statutes.

8. "Commercial Motor Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

    a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

    b. Has a gross vehicle weight rating of 26,001 or more pounds; or

    c. Is designed to transport sixteen (16) or more passengers, including the driver; or

    d. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials regulations.

9. "Confirmation Test," or "Confirmed Test," ~~or "Confirmed Drug Test"~~ means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure, and must be capable of providing requisite specificity, sensitivity and quantitative accuracy. The confirmation test for alcohol will be gas chromatography and the confirmation test for all other drugs will be gas chromatography/mass spectrometry.

10. "Controlled Substance" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription issued in the name of the employee by a licensed health care practitioner. ~~is synonymous with the term "Drug" as defined herein.~~

~~11. "Division" means the Division of Workers' Compensation of the Department of Labor and Employment Security of the State of Florida.~~

~~12~~11. "Drug" means alcohol, including a distilled spirit, wine, a malt beverage or an intoxicating liquor; Controlled Substance; Nonprescription Controlled Substance; Nonprescription Medication; Prescription Medication~~an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug~~; or a metabolite of any of the substance listed herein. Claims of CBD use shall never be acceptable for a positive ~~cannabinoid or THC~~Drug ~~t~~Test.

~~13~~12. "Drug Test" ~~, "Substance Abuse Test", "Drug Screen", or "Test"~~ means any chemical, biological or physical instrumental analysis in conformity with this policy, administered for the purpose of determining the presence or absence of a drug (including Alcohol) or its metabolites.

The Town will test for cocaine (including crack), amphetamines (including biphetamine, desoxyn, dexedrine), opiates (including paregoric, parepetolin), phencyclidine (PCP), and cannabinoids (including marijuana, hashish) or their metabolites during all testing. In addition, the Town will test for alcohol during reasonable suspicion, and post-accident testing. The Town may test for any other drug when it is necessary, or when required by state and federal laws.

~~14~~13. "Employee" means a person who works for salary, wages, and other remuneration for the Town of Orange Park.

~~15~~14. "Employer" refers to the Town of Orange Park, an entity that employs individuals in Florida and is covered by the Florida Workers' Compensation Act.

~~16. "GC" means gas chromatography. "GC/MS" means gas chromatography/mass spectrometry.~~

~~17~~15. "Initial Drug Test" means a sensitive, rapid and reliable procedure to identify negative and presumptive positive specimens. All initial tests for drugs other than alcohol shall use an immunoassay, the initial test for alcohol shall be an enzyme oxidation methodology.

~~18~~16. "Job Applicant" means a person who has been offered a safety-sensitive position with the ~~Town of Orange Park~~Town, conditioned upon his/her passing a Substance Abuse test.

~~19~~17. "Laboratory" means a facility, inside or outside the State of Florida, certified by the United States Department of Health and Human Services or licensed and approved by the Agency for Health Care Administration to analyze specimens for the detection of drugs.

~~20~~18. "Medical Review Officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, ~~laboratory~~Laboratory testing procedures, and Chain-Of-Custody~~chain of custody~~ collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an ~~employee~~Employee's positive test result in relation to the ~~employee~~Employee's medical history or any other relevant bio-medical information.

~~21~~19. "Nonprescription Controlled Substance" means amphetamines~~;~~; cocaine; phencyclidine (PCP); hallucinogens; ~~methaqualone~~methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs obtained without a prescription.

~~22~~20. "Nonprescription Medication" means a medication that is authorized pursuant to state or federal law for general distribution and use without a prescription in the treatment of human disease, ailments or injuries.

~~23~~21. "Prescription Medication" means a drug or medication obtained pursuant to a prescription as defined by Florida Statutes.

~~24~~22. "Reasonable Suspicion Drug Testing" means ~~drug~~ Drug ~~testing~~ Testing (including alcohol) based on a belief that an ~~employee~~Employee is using or has used drugs in violation of the ~~employer~~Employer's policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon a report of drug use, provided by a reliable and credible source, or information that an ~~employee~~Employee has been involved in an accident while at work.

~~25~~23. "Reason To Suspect" means an articulable belief that an ~~employee~~Employee possesses or uses drugs or alcohol at the workplace, is intoxicated or impaired by drugs (including alcohol), based on specific and particularized facts and reasonable inferences drawn from those facts in light of experience.

~~26~~24. "Refuse to Submit" to a drug or alcohol test means that an ~~employee~~Employee: (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of this Policy; (2) fails to provide adequate urine for alcohol and controlled substances testing without a valid medical explanation after he or she has received notice of this policy; or (3) engages in conduct that clearly obstructs the testing process.

~~27~~25. "Safety-Sensitive Function" means a position in which a drug or alcohol impairment constitutes an immediate and direct threat to public health or safety and any of the

on-duty functions set forth in 49 CFR Section 382.107 and Section 440.102 (1) (o), Florida Statutes.

~~28~~26. "Specimen" means a blood or urine sample of the human body capable of revealing the presence of drugs (including alcohol) or their metabolites.

~~29~~27. "Threshold Detection Level" means the level at which the presence of a drug (including alcohol) can be reasonably expected to be detected by an initial and a confirmatory test performed by a ~~laboratory~~Laboratory that meets standards established herein. The threshold detection level indicates the level at which a valued conclusion can be drawn that the drug or alcohol is present in the ~~employee~~Employee's sample.

V. NOTICE OF IMPLEMENTATION OF THE TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY

The~~ implementation of the Substance Abuse~~is Policy~~, contained within the confines of this document,~~ constitutes general notice to all ~~employees~~ Employees of the Town ~~of Orange Park~~ that each individual is required, as a condition of their continued employment with the Town, to fully comply with the provisions of the~~is Substance Abuse~~ Policy, and to fully cooperate with the implementation and enforcement of the Policy, including execution of the necessary authorization form.

The implementation of this Policy further constitutes general notice that all ~~employee~~Employees of the Town ~~of Orange Park~~ may be required to submit to ~~drug~~ Drug Testing (including testing for the presence of ~~a~~Alcohol) ~~testing~~ without further notice.

The Town and the Union agree that all current positions within the Bargaining Unit engage in Safety-Sensitive Functions, or may be required to engage in Safety-Sensitive Functions, while on duty.

A copy of this Policy is posted on the bulletin board and copies will be made available upon request at the personnel office.

VI. TYPES OF TESTING

The Town ~~of Orange Park~~ reserves the right to conduct the following types of drug testing:

A. Job Applicant Substance Abuse Testing;

B. Current Employee Substance Abuse Testing;

1. Routine Fitness-For-Duty Testing;

2. Reasonable Suspicion Testing;

3. Post-Accident Testing;

4. Random Testing of ~~employee~~Employees in ~~safety-sensitive positions~~Safety-Sensitive Functions; and,

5. Follow-Up Testing.

Both ~~job applicant~~Job Applicant and current ~~employee~~Employee testing procedures shall provide for a second, ~~confirmation test~~Confirmation Test of the remaining portion of an applicant/~~employee~~Employee's initially tested specimen in the event that the results of that individual's initial ~~substance abuse test~~Drug Test registers a positive result. The ~~confirmation test~~Confirmation Test shall be based upon a different scientific principle than that of the initial test. The ~~Town of Orange Park~~Town shall require that a ~~confirmation test~~Confirmation Test be conducted upon all specimens registering a positive result prior to initiating any course of disciplinary action against the specimen provider relating to the results of said same initial screening test.

The scope and description of each particular category of testing that the ~~Town of Orange Park~~Town's Substance Abuse Policy encompasses is elicited in further detail ~~below;~~below.

A. Job Applicant Testing. The ~~Town of Orange Park~~Town requires all individuals employed by the Town to be free of alcohol and drugs. All applicants who are extended a conditional offer of employment, in ~~safety-sensitive positions~~Safety-Sensitive Functions only, will be required to submit to a drug and alcohol screen. A ~~job applicant~~Job Applicant's refusal to submit to a pre-employment drug test shall constitute a basis for the ~~Town of Orange Park~~Town's refusal to hire that individual. Prospective employment candidates will be provided notice of the test and assurance that highly reliable testing ~~-~~procedures will be used. Prior to and after testing, applicants are given an opportunity to confidentially report to a Medical Review Officer the use of any ~~prescription~~ Prescription or ~~nonprescription~~ Nonprescription ~~medicines~~ Medicines which may alter their test results by filling out a form. Additionally, applicants may consult with a Medical Review Officer for any further technical information regarding such medications. No commercial driver shall perform ~~safety-sensitive functions~~Safety-Sensitive Functions unless the driver has received a controlled substances test result indicating a verified negative test result and an alcohol test result of less than 0.04. If a ~~job applicant~~Job Applicant's alcohol test result indicates an alcohol content of 0.02 or greater but less than 0.04, the applicant will not be allowed to perform ~~safety-sensitive functions~~Safety-Sensitive Functions for a period of not less than twenty-four (24) hours following administration of the test.

All ~~job applicant~~Job Applicants' prospects of employment with the ~~Town of Orange Park~~Town will be conditioned upon their being qualified for work and any individual who tests positive for ~~controlled substance~~Controlled Substances will not be considered qualified for employment with the ~~Town of Orange Park~~Town.

The results of the ~~laboratory t~~Drug Test shall be restricted to whether or not the applicant's specimen tested positive for ~~controlled substance~~Controlled Substances, the particular drug involved and the amount found within the specimen tested.

B. Current Employee Testing. In addition to requiring prospective employment candidates to submit to substance abuse screening, the Town ~~of Orange Park~~ will utilize the following categories of employment related testing for its ~~employee~~Employees:

1. Routine Fitness-For-Duty Testing. The Town ~~of Orange Park~~ may require all of its ~~employee~~Employees to submit to drug testing which is conducted as part of a routinely scheduled ~~employee~~Employee fitness-for-duty medical examination where the testing is determined to be job-related and consistent with business necessity.

2. Reasonable Suspicion Testing. The Town ~~of Orange Park~~ shall require an ~~employee~~Employee to submit to ~~a~~ Reasonable Suspicion ~~drug screen~~Drug Testing whenever

there is Reason to Suspect ~~reasonable suspicion to believe~~ that an ~~employee~~Employee is under the influence of, or otherwise using a ~~controlled substance~~Drug. ~~Reasonable suspicion requires an articulable belief by management that an employee possesses or uses controlled substances at the workplace and is either intoxicated or impaired by such substances.~~

The standard for ~~r~~Reason to Suspect and~~easonable suspicion testing~~ does not require an overwhelming burden of proof. Where supervisors can reasonably conclude that there are objective facts indicative of the use of a Drug~~prohibited substance~~, there is sufficient justification for testing. Among other things, such facts and inferences may be based upon:

(1) Observable phenomena while at work, such as direct observation of ~~drug~~ Drug use or of the physical symptoms or manifestations of being under the influence of a ~~drug~~Drug.

(2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

(3) A report of ~~drug~~ Drug use, provided by a reliable and credible source.

(4) Evidence that an individual has tampered with a ~~drug~~ Drug ~~test~~ Test during his/her employment with the current ~~employer~~Employer.

(5) Information that an ~~employee~~Employee has caused, contributed to, or been involved in an accident while at work.

(6) Evidence that an ~~employee~~Employee has used, possessed, sold, solicited, or transferred ~~drugs~~ Drugs while working or while on the ~~employer~~Employer's premises or while operating the ~~employer~~Employer's vehicle, machinery, or equipment.

The Town shall promptly document the circumstances which formed the basis for the Reason to Suspect~~reasonable suspicion~~.

The Town has the right to search lockers, handbags, lunch boxes, other containers, or other personal effects of ~~employee~~Employees at any time provided the Town has reasonable suspicion to believe that an ~~employee~~Employee possesses or is under the influence of ~~drugs~~Drugs. An ~~employee~~Employee's refusal to cooperate with a search may be treated as serious insubordination that warrants immediate discipline including discharge.

If the ~~employee~~Employee ~~is a commercial driver~~has a CDL, special rules apply ~~with regard to~~regarding Reasonable Suspicion Drug Testing~~reasonable suspicion testing~~. The required observations by a supervisor or Town official who is trained in such observations, as provided herein and in relevant Department of Transportation Regulations, in order to establish the presence of a Reason to Suspect. ~~for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or Town official who is trained in such observations as provided for both herein and in relevant Department of Transportation regulations.~~ A Reason to Suspect ~~determination of reasonable suspicion~~ must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the ~~employee~~Employee. The observations may include indications of the chronic and withdrawal effects of ~~controlled substance~~Drug~~s~~. The person who makes the Reason to Suspect determination t~~hat reasonable suspicion exists t~~o conduct Reasonable Suspicion Drug Testing~~an alcohol test~~, shall not conduct the Reasonable Suspicion Drug Testing ~~alcohol test~~ of the

~~employee~~Employee. With respect to Reasonable Suspicion Drug Testing of Employees with a CDL, a written record shall be made of the observations leading to the test, signed by the supervisor or Town official who made the observations, within 24 hours of the observed behavior or before the results of the Reasonable Suspicion Drug Testing are released, whichever is earlier.

With respect to a Reason to Suspect Alcohol use or influence ~~alcohol testing~~ of ~~employee~~Employees holding ~~commercial drivers' licenses~~a CDL, the observations required under this ~~section~~ Section must be made during, just preceding, or just after the period of the work day that the ~~employee~~Employee is required to be in compliance with this ~~policy~~Policy. An ~~employee~~Employee holding a ~~commercial drivers license~~CDL may be required to undergo ~~r~~Reasonable Suspicion Drug Testing, stemming from a Reason to Suspect Alcohol use or influence, ~~easonable suspicion alcohol testing~~ while the ~~employee~~Employee is performing ~~safety~~Safety-~~sensitive~~ Sensitive ~~functions~~Functions, just before the ~~employee~~Employee is to perform ~~safety~~Safety-~~sensitive~~ Sensitive ~~functions~~Functions, or just after the ~~employee~~Employee is to perform ~~safety~~Safety-~~sensitive~~ Sensitive functions. ~~-~~The ~~Town of Orange Park~~Town shall make all reasonable effort to administer ~~an alcohol test~~the Reasonable Suspicion Drug Testing to ~~employee~~Employees holding a ~~commercial drivers license~~CDL within two (2) hours following the Reason to Suspect determination ~~of reasonable suspicion~~, and in no event will Reasonable Suspicion Drug Testing~~an alcohol test~~ under this ~~section~~ Section be conducted beyond eight (8) hours of the Reason to Suspect determination ~~of the reasonable suspicion~~. ~~-~~If the Reasonable Suspicion Drug Testing~~alcohol test~~ is not administered within two (2) hours of the above determination, a record stating why the alcohol test was not administered within this time frame must be prepared and maintained. ~~With respect to controlled substances reasonable suspicion testing of commercial drivers license holders, a written record shall be made of the observations leading to the test, signed by the supervisor or Town official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.~~

3. Post-Accident Testing. The ~~Town of Orange Park~~Town shall automatically require ~~substance abuse test~~Drug Testing for any ~~employee~~Employee injured while on-duty, whether on or off the Town premises, unless the ~~employee~~Employee's performance can be thoroughly eliminated as a cause or contributing factor in the ~~accident~~Accident.

Post-~~accident~~ Accident Drug Testing~~testing~~ is ~~essentially~~ similar to ~~r~~Reasonable Suspicion Drug Testing~~easonable suspicion testing~~ in that, absent a valid explanation for the ~~accident~~Accident, testing shall be required. However, ~~due to the fact that~~since the ~~Town of Orange Park~~Town's concern for its workforce is paramount, it may be necessary to administer the appropriate medical treatment prior to obtaining specimens for testing. If the required specimens can be obtained at a medical treatment facility which is not a designated ~~collection site~~Collection Site, a physician, physician's assistant, registered nurse, nurse practitioner, licensed practical nurse, certified paramedic or licensed ~~collection site~~Collection Site ~~person~~ Person may collect the specimens. If such an individual is not present, the injured ~~employee~~Employee, as soon as is medically permissible, shall be transported to a designated ~~collection site~~Collection Site to produce the required specimens.

If an ~~employee~~Employee possessing a Commercial Driver License~~CDL~~ has a vehicular accident while operating a commercial vehicle, that ~~employee~~Employee must be Drug Tested~~tested for alcohol and controlled substances~~, as soon as is practicable, if the ~~accident~~ Accident results in the loss of human life, or if the ~~driver~~ Employee receives a citation under state or local law for a moving traffic violation arising from the ~~accident~~Accident. ~~The Town of Orange Park shall make all reasonable effort to administer an alcohol test to employees holding a commercial drivers license within two (2) hours following the determination of reasonable~~

~~suspicion, and in no event will an alcohol test under this section be conducted beyond eight (8) hours of the determination of the reasonable suspicion. If the alcohol test is not administered within two (2) hours of the above determination, a record stating why the alcohol test was not administered within this time frame must be prepared and maintained. Additionally,~~

~~i~~In no event will a ~~controlled substances test~~Drug Test under this ~~section~~ Section be administered more than thirty-two (32) hours following an ~~accident~~Accident. If a controlled substance test is not administered within thirty-two (32) hours following an accident, a record stating why the Drug Test~~controlled substance test~~ was not administered within this time frame will be prepared and maintained. All ~~drivers~~ Employees who are subject to post-~~a~~Accident ~~drug~~ Drug T~~t~~esting shall remain readily available for such testing unless medically unable to do so. However, this shall not be construed to require the delay of necessary medical attention for injured people following an ~~accident~~ Accident or to prohibit the ~~driver~~ Employee from leaving the scene of an ~~accident~~ Accident for the period of time necessary to obtain assistance in responding to the ~~accident~~Accident, or to obtain necessary emergency medical care.

4. Random Testing. The ~~Town of Orange Park~~Town reserves the right to conduct random ~~substance abuse test~~Drug Testing upon any or all of its ~~employee~~Employee workforce engaged in ~~safety~~Safety-~~sensitive~~ Sensitive ~~positions~~ Positions at any time without prior notice.

~~Town of Orange Park~~Town ~~employee~~Employees who hold Commercial Driver License~~commercial drivers licenses~~ shall be subject to ~~random alcohol testing~~Drug Testing to the extent that a minimum of fifty (50) percent of the average number of ~~commercial driver~~CDL positions covered by this ~~policy~~ Policy will be tested on an annual basis. The minimum annual percentage rate for random Drug Testing~~controlled substance testing~~ shall be fifty (50) percent of the average numbers of ~~commercial drivers~~Employees with CDLs covered by this ~~policy~~Policy. An ~~employee~~Employee possessing a Commercial Driver License~~CDL~~ shall only be tested for ~~alcohol~~ Alcohol while the ~~employee~~Employee is performing ~~safety-sensitive functions~~Safety-Sensitive Functions, just before the ~~employee~~Employee is to perform ~~safety-sensitive functions~~Safety-Sensitive Functions, or just after the ~~employee~~Employee is to perform ~~safety-sensitive functions~~Safety-Sensitive Functions, whereas random drug testing on ~~employee~~Employees holding a Commercial Driver License~~CDL's~~ can be performed at any time. The selection of ~~employee~~Employees with Commercial Driver License~~commercial drivers licenses~~ for random ~~alcohol and controlled substances t~~Drug Testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with ~~employee~~Employees' social security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each such ~~employee~~Employee possessing a Commercial Driver License~~CDL~~ shall have an equal chance of being tested each time selections are made. Each ~~driver~~ Employee who is notified of selection for random Drug Testing~~alcohol and/or controlled substances testing~~ must proceed to the test site immediately or, if performing a Safety-Sensitive Function~~safety-sensitive function~~ at the time of notification, the Employee~~driver~~ shall safely cease from such function and proceed to the testing site as soon as possible.

5. Return-to-Duty Testing. Any ~~covered~~ ~~employee~~Employee who has engaged in conduct prohibited by this Policy, and who has not been terminated from employment as provided herein, shall, before returning to duty, undergo a return-to-duty Drug Testing~~controlled substance test~~. For ~~employee~~Employees holding ~~commercial driver license~~Commercial Driver Licenses, the results for any return-to-duty Drug Testing for Alcohol~~alcohol test~~ must be less than 0.02 for the ~~employee~~Employee to resume employment, and the results of any return-to-duty Drug Testing~~controlled substance test~~ must be negative in order to resume employment.

6. Follow-Up Testing. If the ~~Town of Orange Park~~Town, at its sole discretion, determines that an ~~employee~~Employee who has submitted ~~confirmed test~~Confirmed Test results which register positive for content of one or more ~~controlled substance~~Drugs~~s~~, should not be terminated, the ~~employee~~Employee may be granted a one (1) time leave of absence without pay and be required to enroll in and successfully complete a drug and/or alcohol rehabilitation program at his/her own expense as a condition of his/her returning to work.

Should the ~~Town of Orange Park~~Town elect such an option and should the ~~employee~~Employee successfully complete a rehabilitation program, the ~~employee~~Employee, upon returning to work (if a position is available), shall be subject to follow-up substance abuse screens on either a quarterly, semi-annual, annual, or random basis for a period of two (2) years following the ~~employee~~Employee's completion of his/her rehabilitation program. Follow up testing under this section must be conducted at least once a year for the two (2) year period after completion of the program. Should the ~~Town of Orange Park~~Town elect such an option and should an ~~employee~~Employee who holds a commercial drivers license successfully complete a rehabilitation program, the ~~employee~~Employee, upon returning to work (if a position is available), shall be initially subject to return-to-duty testing as provided above, and shall thereafter be subject to unannounced follow-up testing for alcohol and/or ~~controlled substance~~Controlled Substances as deemed appropriate provided that no less than six (6) follow-up tests must be conducted upon this ~~employee~~Employee within the first twelve (12) months following the ~~employee~~Employee's return to duty. Before being allowed to return to work, this ~~employee~~Employee must be evaluated by a substance abuse professional to determine if the ~~employee~~Employee has properly adhered to and completed a rehabilitation program. The cost of this evaluation shall be borne by the ~~employee~~Employee. Follow-up testing may be continued for a period of up to sixty (60) months from the date of the ~~employee~~Employee's return to duty. Follow-up alcohol testing shall be conducted for Employees with a CDL~~commercial drivers~~ only when the ~~driver~~ Employee is performing ~~safety sensitive functions~~Safety-Sensitive Functions, just before the ~~employee~~Employee is to perform ~~safety sensitive functions~~Safety-Sensitive Functions, or just after the ~~employee~~Employee has ceased to perform ~~safety sensitive functions~~Safety-Sensitive Functions.

Any ~~commercial driver~~Employee with a CDL who has engaged in a violation of this ~~Substance Abuse~~ Policy and who has not been terminated from employment as provided herein, shall, before returning to duties involving ~~safety sensitive functions~~Safety-Sensitive Functions, undergo a return-to-duty ~~controlled substance~~Drug Test ~~or alcohol test~~. ~~IF~~ If the violation if this ~~policy~~ Policy involved ~~alcohol~~Alcohol, no driver shall return to duties involving ~~safety sensitive functions~~Safety-Sensitive Functions, unless the driver undergoes a return-to-duty alcohol test yielding a result indicating an alcohol concentration of less than 0.02. ~~IF~~ If the violation if this policy involved ~~controlled substance~~Drug~~s~~, no driver shall return to duties involving ~~safety sensitive functions~~Safety-Sensitive Functions unless the driver undergoes a return-to-duty controlled substances test yielding a verified negative result for ~~controlled substance~~Drug~~s~~ use.

During such time as an individual is enrolled in a rehabilitation program, the ~~Town of Orange Park~~Town shall attempt to maintain a position for that ~~employee~~Employee upon his/her successful completion of the program. However, the ~~Town of Orange Park~~Town in no way guarantees that any ~~employee~~Employee, upon returning from the successful completion of a drug/alcohol rehabilitation program, shall have any employment position provided to him/her. Moreover, in the event that an employment position is available, the ~~Town of Orange Park~~Town does not guarantee that such a position will be the same or equal position which the ~~employee~~Employee previously held or that the rate of pay for that position will be equal to that previously received prior to ~~employee~~Employee's suspension and enrollment in a rehabilitation program.

VII. CONSEQUENCES OF AN EMPLOYEE'S REFUSAL TO SUBMIT TO THE TOWN OF ORANGE PARK'S SUBSTANCE ABUSE POLICY

Any injured ~~employee~~Employee who refuses to submit to testing under this Policy automatically forfeits any medical and indemnity benefits he would otherwise be eligible for under Florida's Workers' Compensation Statute. Additionally, any ~~employee~~Employee, whether injured or uninjured, who refuses to submit to this ~~Town's Substance Abuse~~ Policy may be either discharged or otherwise disciplined by the ~~Town of Orange Park~~Town. Individuals who refuse to submit to testing procedures shall be asked to sign a Refusal to Submit Blood/Urine Form.

VIII. PENALTIES FOR AN EMPLOYEE'S POSITIVE CONFIRMED TEST RESULT

As stated above, the ~~Town of Orange Park~~Town reserves the right, at its sole discretion, to either discharge or otherwise discipline the ~~employee~~Employee who submits confirmed positive test results. In addition, ~~employee~~Employees found to have engaged in conduct in violation of this policy will be removed immediately from the performance of all ~~safety-sensitive functions~~Safety-Sensitive Functions, and will in no event be allowed to resume the performance of ~~safety-sensitive functions~~Safety-Sensitive Functions unless and/or until the ~~employee~~Employee has successfully undergone return-to-duty and follow-up testing as provided herein. A commercial driver whose Drug Test for Alcohol ~~alcohol test~~ result indicates an ~~alcohol~~ Alcohol concentration of 0.02 or greater but less than 0.04 will not be allowed to perform ~~safety-sensitive functions~~Safety-Sensitive Functions for a period of not less than twenty-four (24) hours following administration of the test. Notwithstanding the ~~Town of Orange Park~~Town's right to exercise discretion, any ~~employee~~Employee who submits a specimen registering a confirmed positive test result should assume that this employment shall be terminated unless otherwise notified by the ~~Town of Orange Park~~Town. Further, such an impaired ~~employee~~Employee forfeits his/her eligibility for medical and indemnity benefits under the Workers' Compensation Act.

IX. SPECIMEN COLLECTION AND LABORATORY PROCEDURES

The ~~Town of Orange Park~~Town is committed to following strict specimen collection and ~~laboratory~~Laboratory testing procedures to ensure the quality, integrity and authenticity of the specimen. Employees and ~~job applicant~~Job Applicants have a right to consult a Medical Review Officer for technical information regarding prescription and non-prescription medication. Further, ~~employee~~Employees and ~~job applicant~~Job Applicants will be allowed to confidentially report the use of prescription or non-prescription medications to a Medical Review Officer before and after being tested on forms to be provided.

Collection site security and specimen collection are unequivocally the responsibility of the ~~collection site~~Collection Site and its personnel. The ~~Town of Orange Park~~Town assumes no responsibility for specimen collection or transmittal errors incurred by either the ~~collection site~~Collection Site, the ~~laboratory~~Laboratory or their respective staffs. The ~~Town of Orange Park~~Town will pay the cost of initial and confirmation substance abuse screening it requires from either its applicants or ~~employee~~Employees. However, all costs of additional, non-required testing and testing incurred during a rehabilitation period or program shall be borne by the ~~employee~~Employee.

X. COMMON MEDICATIONS WHICH MAY ALTER OR AFFECT A DRUG TEST

The following list includes the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test.

ALCOHOL: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.

COCAINE: Cocaine HCl topical solution (Roxanne).

PHENCYCLIDINE: Not legal by prescription.

METHAQUAALONE: Not legal by prescription.

OPIATES: Paregoric, Parepetolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirins with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH Novahistine Expectorant, Dilaudid (Hydromorpone), M-S Contin and Roxanol (morphine sulphate), Percodan, Vicodin, etc.

BARBITURATES: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolophine, Methadose.

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

XI. CHALLENGES TO TEST RESULTS

Within five (5) working days after receiving notice of a positive ~~confirmed test~~Confirmed Test result, the ~~employee~~Employee or applicant may contest or explain the result to a Medical Review Officer. If the explanation or challenge of the positive test results is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive test result back to the ~~Town of Orange Park~~Town.

Within five (5) working days after receipt of a positive ~~confirmed test~~Confirmed Test from the Medical Review Officer, the ~~Town of Orange Park~~Town will inform the ~~employee~~Employee or ~~job applicant~~Job Applicant in writing of such positive test result, the consequences of such results, and the options available to the ~~employee~~Employee or ~~job applicant~~Job Applicant. Within five (5) working days after receiving notice of a positive ~~confirmed test~~Confirmed Test result, the ~~employee~~Employee or applicant may submit information to the ~~Town of Orange Park~~Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the ~~Town of Orange Park~~Town's Policy. If an ~~employee~~Employee's or ~~job applicant~~Job Applicant's explanation or challenge of the test result is unsatisfactory to the ~~Town of Orange Park~~Town within fifteen (15) calendar days of receipt of the explanation or challenge, a written explanation as to why the ~~employee~~Employee's explanation is unsatisfactory, along with the

report of positive results, will be provided to the ~~employee~~Employee or applicant. All such documentation will be kept confidential by the ~~Town of Orange Park~~Town.

If an ~~employee~~Employee was tested as a result of an on-the-job injury, that ~~employee~~Employee may undertake an administrative challenge to a positive test result by filing a claim for benefits with a Judge of Compensation Claims. If no workplace injury has occurred, the individual must challenge the test result in a court of competent jurisdiction. The doctrine of election of remedies shall apply to challenges filed pursuant to this Policy. Should an ~~employee~~Employee elect to pursue an alternative remedy available to him, including the filing of a grievance, appeal or proceeding pursuant to the collective bargaining agreement, or to any other administrative proceeding allowed by law, the filing of any such grievance, appeal or proceeding shall operate as a waiver of the ~~employee~~Employee's rights to file a grievance, appeal or proceeding and avail himself of the proceedings available under this Policy. Should an appeal, grievance, or proceeding be filed pursuant to an alternative remedy, before or after proceedings under this Policy have been completed, the filing of any such appeal, grievance, or proceeding shall be considered a nullity and be terminated. When an ~~employee~~Employee or applicant undertakes a challenge to the results of a test it shall be the ~~employee~~Employee's or applicant's responsibility to notify the ~~laboratory~~Laboratory and the sample shall be retained by the ~~laboratory~~Laboratory until the case is resolved. Applicants and ~~employee~~Employees are responsible for notifying the ~~laboratory~~Laboratory of any administrative or civil actions brought pursuant to the Workers' Compensation Act. An ~~employee~~Employee covered by a collective bargaining agreement may appeal any disciplinary action enforced pursuant to this policy to the Public Employees Relations Commissions.

If a commercial driver who is tested for drugs under this policy is notified of a confirmed positive drug test result, he or she shall have seventy-two (72) hours in which to request a split specimen test. If the ~~employee~~Employee makes a timely request, the MRO shall, in writing, direct the ~~laboratory~~Laboratory to provide the split specimen to another certified ~~laboratory~~Laboratory for analysis. The cost of this additional ~~laboratory~~Laboratory analysis will be borne by the ~~employee~~Employee. If the analysis of the split specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the test and report the cancellation and the reasons for it to the Department of Transportation, the ~~Town of Orange Park~~Town, and to the ~~employee~~Employee. The ~~employee~~Employee may not request a reanalysis of the primary specimen.

XII. CONFIDENTIALITY/EMPLOYEE SAFEGUARDS

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the ~~Town of Orange Park~~Town through the Substance Abuse Policy shall be treated in a confidential manner, unless otherwise required by Florida Law.

The ~~Town of Orange Park~~Town, any ~~collection site~~Collection Sites, laboratories, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential, unless otherwise required by Florida law.

XIII. THE TOWN OF ORANGE PARK'S COMMITMENT TO EDUCATING ITS WORKFORCE REGARDING SUBSTANCE ABUSE

The ~~Town of Orange Park~~Town believes that education and understanding can be powerful weapons in the fight against drugs. Employees armed with knowledge are better prepared to resist substance abuse and intervene when necessary. As such, the ~~Town of Orange~~

~~Park~~Town maintains a current resource file of providers of ~~employee~~employee assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist employees with personal and behavioral problems including, but not limited to those referenced in the "Florida Comprehensive Directory, Drug Abuse and Mental Services," published by the Department of Health and Rehabilitative Services. Further, the ~~Town of Orange Park~~Town will provide an annual education course to help employees identify the signs of personal and emotional problems brought on by substance abuse. This course will include a presentation of the legal, social, physical and emotional consequences of the misuse of alcohol and drugs.

The following list contains a sampling of the names, addresses, and telephone numbers of providers of assistance programs and local alcohol and drug rehabilitation programs available in our community:

Gateway Community Services
55 Stockton Street
Jacksonville, FL 32204
Phone No. 904-387-4661

River Regional Human Services
3901 Carmichael Avenue
Jacksonville, FL 32207
Phone No. 904-899-6300

Community Rehabilitation Center
623 Beechwood Street
Jacksonville, FL 32206
Phone No. 904-358-1211

The Town Manager has been designated as the Town official responsible for providing information and answering any questions concerning this Policy.

CERTIFICATE OF AUTHORIZATION

I,_____, hereby give my voluntary consent for the Town of Orange Park, the clinic or ~~laboratory~~Laboratory of their choice, and other persons or entities acting for or with them, to collect urine and/or blood samples from me and to test for the presence of alcohol, illegal drugs, and ~~controlled substance~~Controlled Substances. I further authorize the release of the results of this test to authorized representatives of the Town of Orange Park.

_____ _____
(Name of Employee) (Date)

CERTIFICATE OF ACKNOWLEDGMENT

I do hereby certify that I have received, read, understand and agree to comply with the Town of Orange Park's Substance Abuse Policy. I understand that I may be required to submit to a drug and alcohol test. I also understand that failure to comply with a testing request or a positive confirmed result may lead to termination of employment, or some other form of disciplinary measure.

Name (please print)

_____
Signature

Date _____

WITNESS:

_____
Name (please print)

_____
Signature

DATE _____

(This certificate becomes part of the employee's personnel file.)

NOTICE OF DRUG SCREEN

The Town of Orange Park is a progressive employer concerned with the health and safety of all of its employees, as well as the safety of the general public and the users of the nation's highways. As a result, IN ORDER TO BE QUALIFIED FOR EMPLOYMENT WITH THE TOWN OF ORANGE PARK, ALL POTENTIAL EMPLOYEES WILL BE REQUIRED TO PASS A DRUG SCREEN. This ~~drug screen~~Drug Test will require the prospective employee to provide a urine sample, which will be tested for the presence of:

1. Alcohol

2. Marijuana

3. Other Controlled Substances, including, but not limited to, cocaine, phencyclidine, amphetamines, barbiturates, opiates, narcotics, hallucinogens, depressants, and stimulants.

A confirmed positive test result, or the refusal to submit to a drug/alcohol screen, will disqualify that person from further consideration for employment with the Town of Orange Park.

Item No. 7.i

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Fire

Item Title: Approval to Purchase 2026 Ford F-150

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

Financial Impact if Applicable: $47,326.00

Background Information: This is a replacement vehicle for the Deputy Fire Chief. The current vehicle is a 2014 Chevrolet Silverado 2500 HD with over 114,000 miles. This vehicle will move to a department staff vehicle that is replacing a 2005 Chevrolet Trailblazer that was moved to the Legislative Department. This item was approved for in the FY 25/26 CIP.

Action Requested: Motion to approve purchase of 2026 Ford F-150 from Duval Ford in the amount of $47,326.00.

Information Attached:
Bozard Ford Quote
Duval Ford Quote
Garber Ford Quote

BOZARD Ford
GOVERNMENT FLEET

Quote Date	7/2/2026
Agency	Town of Orange Park
Quote ID:	2026 F-150 Crew Cab 4x4
ETA:	180 DAYS FROM PO
Contract	FSA25-VEH33.0
Description	Pursuit, Administrative & Other Vehicles

ITEM 209 NORTH	2026 Ford F-150 XL Crew Cab 4x4, W1L	$ 42,019.00
WB	145" Wheelbase 5.5' Bed	INC
YZ	Oxford White Exterior	INC
AS	Medium Dark Gray Vinyl Interior	INC
101A	XL Equipment Group	INC
	Power Locks/Power Windows/Backup Camera	
998	3.5L Ecoboost Engine	$ 2,208.90
44G	10 Speed Tranmission	INC
XL3	3.31 Electronic Locking Rear Axle	$ 417.90
18B	Black Platform Running Boards	$ 248.75
T7C	LT265/70R17C All Terrain Tires	$ 492.53
TINT	All windows Tinted with strip	$ 599.00
NST	New License Plate	$ 189.00
NSO	Town of Orange Park Specified Equipment:	
	Roll-N-Lock M-Series Tonneau Cover retractable for 5.5' bed (LG131M)	$ 2,001.00
	Additional Discount	$ (500.00)
	Note: vehicle comes standard with Trailer Towing.	
	4 Pin Wiring, Ball mounting provisions in rear bumper	

Thank you for the opportunity.

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

1
$ 47,676.08
$ 47,676.08

BOZARD Ford
GOVERNMENT FLEET

Quote Date	7/2/2026
Agency	Town of Orange Park
ETA:	180 DAYS FROM PO
Contract	FSA25-VEH33.0
Description	Pursuit, Administrative & Other Vehicles

RECOMMENDED OPTIONS TO CONSIDER ADDING

WT	WEATHERTECH MATS OR EQUIV. FIRST AND 2ND ROW	$	299.00
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:	**1597BD**	**Contract Holder**	**7/2/26**
	Prepared for: **TOWN OF ORANGE PARK** **Daniel 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
	1	W1L NORTH	Item 209 F-150 XL Crew Cab 4x4 W1L (includes: Power windows / Locks, Remote Entry, speed control)	$ 41,530.00	$ 41,530.00
	1	998	3.5L V6 EcoBoost® (NA 122" WB) with Auto Start-Stop Technology	$ 2,209.00	$ 2,209.00
	1	145WB	145" Wheelbase 5.5" Bed (Short Bed)	$ -	$ -
	1	101A	Equipment Group: XL (Power Windows, Door Locks & Backup Camera)	$ -	$ -
	1	XL3	E Locking 3.31 Axle	$ 418.00	$ 418.00
	1	18B	Platform type Black Running Boards. With Hybrid 104a Package, these are na. Must add Chrome (18c) Step bars at $634.00 [Updated October 2025]	$ 249.00	$ 249.00
	1	T7C	LT265/70R17C BSW all-terrain tires (A/T)	$ 493.00	$ 493.00
	1	RNL F150 A	Roll-N-Lock M-Series Tonneau Cover retractable for 5.5' bed (LG131M) 1. Industrial-grade vinyl overlay over aluminum slat construction 2. Compact, ultra-low-profile 7.25-in. deep canister preserves valuable truck bed space 3. Patented built-in tailgate locking system 4. Torsion spring drive makes opening the cover effortless 5. Patented, ratchet-style latching mechanism enables three latching positions 6. Keyed, twist-lock latch with unique key slot cover—prevents snow and rain from entering or freezing the lock 7. Integrated pull-strap for easy closing from outside of the bed 8. Patented contoured hinge provides maximum security 9. Simple clamp-on installation 10. Limited warranty | Prorated after 3 years	$ 1,849.00	$ 1,849.00
	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 385.00	$ 385.00
	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
	1				
	1	YZ	OXFORD WHITE	$ -	$ -
0	1	AS	Vinyl 40/20/40 Front-Seat, Medium Dark Slate	$ -	$ -
0	1		Vinyl Floor	$ -	$ -
0	1				
0		TOTAL LABOR HOURS			
		Additional Notes	2026 MODEL / ORDER BANK CLOSES AT THE END OF JULY		
UNIT COST					**$ 47,326.00**
TOTAL QUANTITY		**1**		***TOTAL PURCHASE***	**$ 47,326.00**

Attachment H

Motor Vehicles (25100000-26-STC)

Price Quote Form (PQF)

(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)

Updated 1/28/2026

Awarded Contractor Information

Contractor Name:	Garber Ford Inc					
Street Address:	3380 Highway 17					
City, State, Zip:	Green Cove Springs, FL 32043					
Contact Person:	Dan Drake	**Title:**	Fleet Sales			
Original Quote Date:	7/13/2026	**Revised Quote Date:**		**Est. Delivery:**	120 Plus Days	
Phone #'s: **Primary:**	904-264-2442 Ext 2332	**Secondary:**				
Email Address:	ddrake@garberautomall.com					
Fax #:						
Contractor's Purchase Order #:						

Requesting Customer Information

Agency/Eligible User Name:	Town of Orange Park		
Contact Person:	Chief Danny Legge	**Title:**	Deputy Fire Chief/Fire Marshall
Phone #'s: **Primary:**	904-759-2544	**Secondary:**	
Email Address:	dlegge@townop.com		
Fax #:			

Secondary Contact for Customer (Optional)

Contact Person:		**Title:**	
Phone #'s: **Primary:**		**Secondary:**	
Email Address:			
Fax #:			

INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED DISCOUNT SHEET.

UNSPSC Commodity Code*	Group	Sub-Group	
25101507	Light Trucks or Sport Utility Vehicles	Full Size Pick Up Trucks	

Brand	Model	MSRP Discount (#.###%)
Ford	F-150	3.00%

MOTOR VEHICLE

MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.

Motor Vehicle Description	Current MSRP	MSRP DISCOUNT	Total Customer Price
2026 Ford F-150 XL 4WD Super Crew Cab 5 ft bed	$ 50,615.00	14.25%	$ 43,402.36

14

TOTAL COST: Motor Vehicle (per unit) **$ 43,402.36**

OEM OPTIONS

MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.

OEM Option Description	Manufacturer/Brand	Current MSRP	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
Equipment Group 101A Standard-101A	Ford	Included	$ -		$ -
Engine: 3.5L V6 EcoBoost-998	Ford	$2,220.00	$ 2,153.40		$ 2,153.40
Transmission: Electronic 10-Speed Automatic-44G	Ford	Included	$ -		$ -
Oxford White-YZ	Ford	Included	$ -		$ -
Tires: LT265/70R17C BSW A/T-T7C	Ford	$495.00	$ 480.15		$ 480.15
Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat-CS	Ford	Included	$ -		$ -
Black Platform Running Boards-18B	Ford	$250.00	$ 242.50		$ 242.50
			$ -		$ -
			$ -		$ -
TOTAL COST: OEM Options (per Motor Vehicle)					**$ 2,876.05**

NON-OEM OPTIONS

MSRP DISCOUNT MUST BE EQUAL TO OR GREATER THAN THE MSRP DISCOUNT SHOWN ON THE AWARDED DISCOUNT SHEET.

Non-OEM Option Description	Manufacturer/Brand	Current MSRP	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
Real Truck Roll and Lock M-Series Tonneau Cover Retractable-LG131M	RealTruck	$1,699.00			$ 1,699.00
Dealer Tint Windows Legal Includes Windshield Strip		$320.00			$ 320.00
Yellow City Tag		$116.55			$ 116.55
Delivery		$0.00	$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
TOTAL COST: Non-OEM Options (per Motor Vehicle)					**$ 2,135.55**

BODY TRANSFER AND 3rd PARTY BODY INSTALLATIONS

Body Transfer and 3rd Party Body Installations Description	Manufacturer/Brand	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL COST: Body Transfer and 3rd Party Body Installations (per Motor Vehicle)				**$ -**
Total State Term Contract Price per Motor Vehicle				**$ 48,413.96**
Number of Motor Vehicles Quoted (with the same OEM and Non-OEM Options)				**1**
Customer Order Grand Total				**$ 48,413.96**
Estimated Lead Time				**120 plus Days**

Contractor Comments:	
Customer Comments:	

***UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Discount Sheet for the code(s) applicable to each Group and Sub-Group.**

Item No. 7.j

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Public Works

Item Title: Approval of Design-Build Contract Amendment No. 1 – Johnson Slough Project

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

Financial Impact if Applicable: $13,961,298.07 - GL# 425-60-53800-63179 FDEP Resiliency Grant $14,000,000

Background Information: See the Attached Johnson Slough Project Background Explanation Document.

Action Requested: Council Approval of Contract Amendment to the Design Build Contract with Superior Construction

Information Attached:
Johnson Slough Project Background Explantion
Johnson Slough 90% GMP
TOP First Amendment to Design-Build Contract (Superior Construction)

Johnson Slough Project

What's this all about?

The Town has been planning a major improvement project at Johnson Slough — one of the biggest drainage areas in Orange Park — to fix long-standing flooding problems and modernize the stormwater system.
For decades (about 60+ years), little to no major work has been done on stormwater infrastructure here in the Town.

This project is basically the Town finally addressing a problem that's been growing for years.

Why does the Town need to do this?

1. Aging and outdated infrastructure

Pipes, culverts, and stormwater systems are old and worn out. They weren't built for today's storms, or the growth in our community.

2. More flooding and storm damage

We have more intense rain, higher tides, and worse storms than the old system can handle.
Hurricane Irma is an example — over 25 homes flooded, and Town infrastructure suffered millions in damages.

3. Rising risks and costs

Every year we wait, the cost of emergency repairs and damage goes up.
Fixing things after they fail is far more expensive than upgrading them now.

4. The Town has grant funding available now

The State of Florida is offering major Resilient Florida grants for exactly this kind of project — to reduce flooding and improve resilience.
The Town already secured $14 million (50%/50% Match) , but it must use this funding soon.

This is a once-in-a-generation funding opportunity.

What is Johnson Slough and why does it matter?

Johnson Slough is at the bottom of the drainage basin — meaning water from large parts of the Town eventually ends up here.
When the Slough can't move water efficiently, the whole area backs up, causing:

- Flooding
- Road closures
- Drainage failures
- Infrastructure damage

It handles stormwater AND tidal water, so the system has to work in both directions.

What was the Town proposing to build?

The main decision was between:

Option A — A Bridge

Option B — New Culverts

The Town evaluated both.

Why the bridge is recommended

1. Flooding protection is much better

A bridge allows far more water to pass through — both stormwater and tides.
Culverts clog more easily and restrict flow.

2. Bridges last MUCH longer

- Bridge lifespan: 75–100 years
- Culvert lifespan: 40–50 years

3. Bridges cost far less over time

When you compare full lifecycle costs (repairs, maintenance, replacements):

- 50-year period: Bridge $8M vs Culvert $13.75M
- 100-year period: Bridge $15.85M vs Culvert $23M

  Culverts are cheaper up front but much more expensive in the long run.

4. Bridges reduce emergency maintenance

Culverts clog with debris — especially in Florida — causing road closures and flood risks.
Bridges are mostly inspected, not dug up constantly.

5. Better for wildlife and the environment

A bridge allows fish, wildlife, and natural water flow to move normally.

6. Required for resilience and future flooding standards

The design accounts for:

- 100-year and 500-year storms
- Future sea-level rise
- Tidal changes
- State and federal permitting

Culverts simply cannot meet these future standards without major redesign.

What about concerns from residents?

"Will this change the character of Orange Park?" – No

The project keeps the small-town feel.
It protects the community — not change it.

"Do raised roads cause flooding?" – Not true

This was directly addressed in the presentation: raising roads is not the cause of additional flooding.

"Will traffic be worse?" – No, traffic conditions are already addressed

- Speed calming
- Emergency access
- Traffic volumes

These were all incorporated.

"Why now? Things have been fine for decades."

Technically, the system has not been fine — it's been degrading for decades.
Storms today aren't the same as 40 years ago.
Delaying means more failures and higher costs.

How is the project funded?

State grant covers 50% of the cost

This cuts the burden dramatically.

Original Loan financing is predictable

20-year loan at **4.47% interest**, with structured payments.
Years 1–2 are higher; years 3–20 drop by half.

There is also an alternate plan using reserves to reduce debt even further.

What are the benefits for the Town?

Community Benefits

- Less flooding
- Safer roads

- Lower emergency repair costs
- Better storm preparation
- Protection for homes & neighborhoods

Environmental Benefits

- Improved water flow
- Wildlife passage
- Reduced erosion

Financial Benefits

- Lower long-term costs
- Reduced liability
- Grant-funded, reducing tax burden. State grants bring tax dollars back to the community.

Resilience Benefits

- Engineered for future storms
- Stronger infrastructure for decades
- Protects Town assets and heritage

Bottom Line

Orange Park has an aging drainage system that can't keep up with modern storms. Johnson Slough is the most important drainage point in Town, and it needs a major upgrade.

The **bridge option**:

- Handles more water
- Lasts longer
- Costs less over time
- Reduces flooding
- Improves safety
- Meets future state requirements
- Takes advantage of rare state grant funding

Culverts may seem cheaper at first glance, but they can cause more flooding blockages, more maintenance, and higher long-term costs. This project protects the community today and for decades to come.

Superior Construction Company SE, LLC

7072 Business Park Blvd
Jacksonville, FL 32256
USA

Phone: 904-292-4240
Fax: 904-292-2682

SUPERIOR

To:	Town Of Orange Park	**Contact:**	Kyle Croce, PE
Address:	700 Ash Street	**Phone:**	
	Orange Park, FL 32073	**Email:**	
Project Name:	Johnson Slough - 90% GMP REVISION 3	**Bid Number:**	
Project Location:		**Bid Date:**	5/5/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0 50100	RFC DESIGN & POST DESIGN SERVICES	1.00	LS	$659,938.55	$659,938.55
0101 1	MOBILIZATION	1.00	LS	$352,133.97	$352,133.97
0102 1	MAINTENANCE OF TRAFFIC	1.00	LS	$130,770.77	$130,770.77
0102 2 1	SOUTH NELSON DETOUR	1.00	LS	$106,430.91	$106,430.91
0908104	CONTRACTOR'S SEDIMENT & EROSION CONTROL	1.00	LS	$236,325.11	$236,325.11
0108 1	MONITOR EXISTING STRUCTURES- INSPECTION	1.00	LS	$54,485.17	$54,485.17
0110 1 1	CLEARING & GRUBBING	1.00	LS	$296,820.20	$296,820.20
0120 1	REGULAR EXCAVATION	8,671.00	CY	$22.62	$196,138.02
0120 4	SUBSOIL EXCAVATION	12,587.00	CY	$46.49	$585,169.63
0120 6	EMBANKMENT	26,011.00	CY	$53.46	$1,390,548.06
0160 4	TYPE B STABILIZATION	5,600.00	SY	$30.01	$168,056.00
0285704	OPTIONAL BASE, BASE GROUP 04	4,880.00	SY	$38.37	$187,245.60
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C (2")	570.00	TON	$296.62	$169,073.40
0400 2 10	CONCRETE CLASS II, APPROACH SLABS	288.00	CY	$932.85	$268,660.80
0400 4 5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	111.00	CY	$2,896.70	$321,533.70
0400 4 47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	225.10	CY	$2,258.85	$508,467.14
0415 1 4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	39,100.00	LB	$1.89	$73,899.00
0415 1 5	REINFORCING STEEL- BRIDGE SUBSTRUCTURE	11,400.00	LB	$1.89	$21,546.00
0415 1 9	REINFORCING STEEL- APPROACH SLABS	52,020.00	LB	$1.89	$98,317.80
0400148	PLAIN NEOPRENE BEARING PADS	192.00	LF	$139.88	$26,856.96
0425 1361	INLETS, CURB < 10'	7.00	EACH	$10,484.55	$73,391.85
0425 1521	INLETS, DT BOT, TYPE C,<10'	5.00	EACH	$9,160.19	$45,800.95
0425 1551	INLETS, DT BOT, TYPE E, <10'	1.00	EACH	$11,247.47	$11,247.47
0425 2 41	MANHOLES, P-7, <10'	1.00	EACH	$9,872.84	$9,872.84
0430174224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	40.00	LF	$536.84	$21,473.60
0430175112	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 12"S/CD	23.00	LF	$671.79	$15,451.17
0430175115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	219.00	LF	$294.53	$64,502.07
0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	467.00	LF	$231.74	$108,222.58
0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	133.00	LF	$256.06	$34,055.98
0430982123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	1.00	EACH	$5,974.06	$5,974.06
0430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	2.00	EACH	$6,144.67	$12,289.34
0450 8 21	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15", WIDTH 48-51"	1,024.00	LF	$557.12	$570,490.88
0455133 5	SHEET PILING VINYL, PERMANENT	21,920.00	SF	$67.61	$1,482,011.20
0455 34 3	PRESTRESSED CONCRETE PILING, 18" SQ	648.00	LF	$512.29	$331,963.92
0455143 3	TEST PILES-PRESTRESSED CONCRETE,18" SQ	180.00	LF	$1,035.86	$186,454.80
0458 1 11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER ROD	243.00	LF	$179.24	$43,555.32
0515 2311	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY,42" TYPE 1 (POWDERCOATED)	1,475.00	LF	$180.28	$265,913.00
0521 5 9	CONCRETE TRAFFIC RAILING, BRIDGE, SPECIAL	624.00	LF	$366.40	$228,633.60

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	DESIGN				
919	CONCRETE CURB & GUTTER, CITY STANDARD	2,240.00	LF	$39.98	$89,555.20
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	430.00	SY	$119.93	$51,569.90
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	290.00	SY	$143.98	$41,754.20
0530 3 3	RIPRAP- RUBBLE, BANK AND SHORE	417.00	TON	$201.06	$83,842.02
0530 74	BEDDING STONE	240.00	TON	$250.37	$60,088.80
0548 54	RETAINING WALL SYSTEM, SPECIAL DESIGN	10,448.00	SF	$106.40	$1,111,667.20
0570 1 1	PERFORMANCE TURF	7,210.00	SY	$12.15	$87,601.50
0700 1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	7.00	EACH	$1,358.51	$9,509.57
0710 90	PAVEMENT MARKINGS	1.00	LS	$19,315.27	$19,315.27
9999 X	RELOCATE WATER AND SEWER	1.00	LS	$3,042,672.99	$3,042,672.99

Total Bid Price: $13,961,298.07

Notes:

- Clarifications:
- Plans Used for GMP:
  Roadway Plans dated 11/10/2025
  Structure Plans dated 11/14/2025
  Utility Plan Update dated 11/18/2025

  Scope reductions from Plans include:
  All Carnes Street improvements not needed for MoT.
  Sidewalks on Nelson Drive and Nelson Drive South.
  Pond and associated drainage on Nelson Drive South.
- Permitting:
  The SJRWMD permit is currently under reiveiw. Any changes required by the permit that are not reflected in the GMP plans will be addressed as unforeseen work.
- Utility Work Schedule (UWS):
  UWS has not been received. A reasonable allowance for utility relocation has been included in the project schedule. If actual durations exceed this allowance and impact the schedule, such delays will be addressed as unforeseen work.
- Schedule:
  It is anticipated that construction will commence within 90 days.
  Construction Duration: 464 days
  South Nelson Detour: 179 days
  Plainfield & Nelson Detour: 246 day
- Holiday & Weather:
  Non-work days due to holiday and inclement weather will be added to the contract time one for one per FDOT Specifications.
- Traffic control:
  All work is to be performed during complete detours regardless of notes in current plan version.
- Contingency:
  A 10% Owners contingency is recommended to be carried by the Town to cover unforeseen conditions outside the control of the Design-Build Team.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Superior Construction Company SE, LLC

Authorized Signature: _____

Estimator: Jeremy Andrews
(904) 292-4240 JAndrews@superiorconstruction.com

FIRST AMENDMENT TO
DESIGN-BUILD SERVICES CONTRACT

THIS FIRST AMENDMENT TO DESIGN-BUILD SERVICES CONTRACT (this "First Amendment") is effective as of the _____ day of _____, 2026 ("Effective Date"), by and between and the **OWNER OF ORANGE PARK**, a municipality existing under the laws of the State of Florida (the "Owner") and **SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC**, a Florida limited liability company ("Design-Builder") (collectively, the "Parties").

RECITALS

WHEREAS, on December 10, 2024, Owner and Design-Builder executed the Design-Build Services Contract to perform the design-build services described therein (the "Agreement"); and

WHEREAS, Owner and Design-Builder desire to amend the Agreement to provide for a (i) new extended term; (ii) guaranteed maximum price, (iii) guaranteed completed date, (iv) scheduled substantial completion date, (v) liquidated damages, (vi) maximum indebtedness, (vii) GMP Proposal, and (viii) updated American Rescue Plan grant required contract provisions, as provided herein.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be mutually bound do hereby agree as follows:

1. Recitals and Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Agreement.

2. Amendment to Section 3 (Performance of Services). Section 3 (Performance of Services) of the Agreement is amended to amend the percent of design completion for the Project, and as amended shall read as follows:

> Design-Builder shall perform the Services as specified in the RFQ, and provide all material, equipment, tools and labor, necessary to complete the Work for the Project as defined in the RFQ. The Services shall also include, but not be limited to, the start-up and proven commissioning of all systems to make the Project a fully functioning facility, structure or improvement. If any services, functions or responsibilities not specifically described in the RFQ or this Contract are necessary for the proper performance and provision of the Work, they shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described in this Contract. The Design-Builder shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide

the Work. The Design-Builder accepts the special relationship established between itself and Owner by this Contract. The Design-Builder covenants with Owner that it is an expert in the design, permitting and construction of the Project to be requested herein by Owner, and will cooperate with Owner, its representatives, program managers, and construction managers in fostering the interests of Owner with respect to the Project. The Design-Builder shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of Owner. The Project will be performed using a two phased approach. The first phase will consist of Design-Builder performing the design elements based upon the DCP to at least ninety percent (90%) design completion for the Project, subject to the Owner's supervision and approval. The second phase will consist of Owner and Design-Builder negotiating the Project Contract Amendment (as defined in Section 8 herein), subject to the terms and conditions contained herein. Design-Builder in performing the Project shall adhere to the performance schedule attached hereto as **Exhibit B**.

3. Amendment to Section 4 (Term). Section 4 (Term) of the Agreement is amended to extend the Agreement term through _____, and as amended shall read as follows:

This Contract shall commence on the Effective Date and shall continue and remain in full force and effect until _____, unless otherwise extended by the parties, or until the earlier expiration, or earlier termination as provided in this Contract or the RFQ.

4. Amendment to Subsection 9(A) (Maximum Indebtedness) and 9(B) (Payments – Two Phased Approach). Subsection 9 (A) (Maximum Indebtedness) of the Agreement is amended to increase the Maximum Indebtedness to be the Guaranteed Maximum Price agreed upon by the parties in Subsection 10(B), and as amended shall read as follows:

A. Maximum Indebtedness.

Owner's maximum indebtedness under this Contract is an amount not to exceed _____($_____) ("Maximum Indebtedness"), subject to lawfully appropriated funds.

B. Payments – Two Phased Approach.

i. Owner will pay Design-Builder for the Project using a two phased approach where Owner will first pay Design-Builder an amount to perform the design elements based upon the DCP for the Project to at least ninety percent (90%) design completion for the Project to enable the Owner and Design-Builder to negotiate a GMP and GCD for the Projects ("Design Phase"). The negotiated design rates applicable to this Contract are attached hereto as **Exhibit C**. The second phase will be negotiated by the parties and paid by Owner pursuant to the Project Contract Amendment ("Construction Phase").

***

5. Addition of New Section 10(B) (Established Guaranteed Maximum Price). Section 10 (Guaranteed Maximum Price) of the Agreement is amended to add a new subsection (B) (Established Guaranteed Maximum Price), and as amended shall read as follows:

> **B. Established Guaranteed Maximum Price**. Pursuant to the procedures set forth in subsection (A) above, the agreed upon Guaranteed Maximum Price based on the GMP Proposal shall be _ _____. A copy of the GMP Proposal as agreed to by the Parties is attached hereto as **Exhibit F**.

6. Design Completion; GMP Basis; Permit Contingency

A. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that final design services for the Project have not been completed as of the effective date of this Amendment, and the completion and finalization of the design, including preparation of permit-ready and permit-approved plans, specifications, and related documents, is expressly included within the scope of this Amendment and the Contract Documents.

B. The GMP set forth in this Amendment is based upon the current level of design development and is expressly contingent upon the development and approval of final permit-approved plans. To the extent that the final permit-approved plans differ from the current design documents forming the basis of the GMP, the GMP shall be subject to equitable adjustment by Change Order.

C. Notwithstanding Article 2 or any other provision of the Contract Documents, issuance of a Notice to Proceed for construction phase services shall be expressly contingent upon receipt of all required governmental permits based on final permit-approved plans.

7. Scheduled Substantial Completion Date. In accordance with Section 8 of the Agreement, the Parties agree that the Scheduled Substantial Completion Date is _____ _____.

8. Guaranteed Completion Date. In accordance with Section 8 of the Agreement, the Parties agree that the Guaranteed Completion Date is _____.

9. Liquidated Damages. In accordance with Subsection 7(D) of the Agreement, the Parties' agreed upon liquidated damages amount is _____.

10. Required Affidavits. Contemporaneously with the execution of this Agreement, and as a condition precedent to the enforceability of this Agreement including the Owner's obligations hereunder, Design-Builder shall deliver to the Owner an Entities of Foreign Countries of Concern Affidavit in the form attached hereto as **Exhibit A**.

11. **Amendments to Exhibits**.

(a) Amendment to Exhibit E (American Resue Plan Act Required Contract Provisions). Exhibit E (American Rescue Plan Act Required Contract Provisions) of the Agreement is deleted in its entirety and replaced with the Revised Exhibit E (American Rescue Plan Act Required Contract Provisions) attached hereto as **Exhibit B**.

(b) Addition of Exhibit F (GMP Proposal). The Exhibit F ("GMP Proposal") attached hereto as **Exhibit C** is inserted immediately after Revised Exhibit E (American Rescue Plan Act Required Contract Provisions) of the Agreement.

12. Exhibit F (Construction Drawings). All Exhibits attached hereto are incorporated herein by this reference and made a part of this Contract.

13. 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 as amended by this Amendment, and each party and the person signing this Amendment on behalf of each party represent and warrant to the other party that such person is duly authorized to execute this Amendment 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.

14. Effectiveness; Ratification. This Amendment shall become effective as of the Effective Date. Except as expressly amended by this Amendment, the provisions, terms and conditions in the Agreement shall remain unchanged and shall continue in full force and effect. The Parties hereby ratify and affirm the Agreement as modified by this Amendment.

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 left blank intentionally by the parties.]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents to be effective the day and year first written above.

OWNER:

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

By:_____
Winnette Sandlin, as Mayor

ATTEST:

_____
Courtney Russo, Owner Clerk

Witnesses:

DESIGN-BUILDER:

SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC, a Florida limited liability company

_____
Print Name:_____
Title:_____

Exhibit A

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

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

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

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

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

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

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

Further Affiant sayeth naught.
Executed to be effective as of _____, 202__.

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of [_] physical presence or [_] online notarization, this ____ day of _____, 202, by _____ as _____ of _____, a _____, on behalf of said _____. Said individual [__] is personally known to me or [_] has produced _____ as identification.

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

Exhibit B

Revised Exhibit E

American Rescue Plan Act Required Contract Provisions

[To Immediately Follow this Page]

Exhibit C

Exhibit F

GMP Proposal

[To Immediately Follow this Page]

Item No. 7.k

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Public Works

Item Title: Clarke Park Playground Equipment Repairs and Installation Services

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

Financial Impact if Applicable: Financial Impact - $35,912.14
Available funding 2025/2026 Budget G/L # 306-10-57200-63097, Balance = $86,370.67

Background Information: The Clarke Park Playground is a heavily utilized recreational amenity serving residents and visitors throughout the community. Due to normal wear and tear associated with extensive public use as well as some vandalization to some equipment, various playground components require repair, replacement, and restoration to maintain safe operating conditions and preserve the useful life of the playground equipment. A detailed list of the required repairs has been provided and is attached to this procurement request.
Playmore Recreational Products + Services was the original supplier and installer of the playground equipment at Clarke Park. As the original manufacturer representative and installer, Playmore possesses unique knowledge of the playground's design, specifications, installation methods, component configurations, and site conditions.

Action Requested: The Town of Orange Park Public Works Department seeks Council authorization to procure playground repair services and replacement components from Playmore Recreational Products + Services for repairs and rehabilitation of the Clarke Park Playground.

Information Attached:
Proposal
Single Source Justification Form Playmore

playmore
RECREATIONAL PRODUCTS + SERVICES

Proposal

#EST3314

Bill To
Town of Orange Park
2042 Park Avenue
Orange Park FL 32073

Ship To
Town of Orange Park
700 Ash Street
Orange Park FL 32073

Proposal Date	Project Manager
5/11/2026	Emily F Kois

Title: T. of Orange Park - Clarke House - Replacement Parts
Memo: Original SO# 2101667, 2101672, 2101674 & 2101916

Project Name	Project ID	Terms
Town of Orange Park : Clarke House Replacements	24655	Net 30

Quantity	Description	Unit Price	Total Extended
1	**PLAYWORLD AMC0786** ROPE- ZIG-ZAG - GREEN	$1,586.27	$1,586.27
1	**PLAYWORLD AMC0780** ROPE- BRANCHOUT HANDRAIL- GREEN	$282.00	$282.00
1	**PLAYWORLD AMC0775** ROPE- HAMMOCK - GREEN	$1,974.02	$1,974.02
1	**PLAYWORLD AMC0776** ROPE- CARGO NET - GREEN	$3,988.34	$3,988.34
1	**PLAYWORLD AMC0704** CLIMBER- 72in ROPE LADDER - GREEN	$518.69	$518.69
1	**PLAYWORLD AMC0774** ROPE- HELIX CLIMBER- BRANCHOUT PEDESTAL - GREEN	$1,653.00	$1,653.00
1	**PLAYWORLD AMC0323** ROPE - 36in NET CLIMBER - GREEN	$828.39	$828.39
1	**PLAYWORLD ASY0381** BRANCH OUT 5in VERTICAL POST - DARK BROWN	$2,182.18	$2,182.18
1	**PLAYWORLD ABC1137** ROPE BRIDGE BRACKET- 4.56in X 2.31in X - BEIGE	$119.60	$119.60
2	**PLAYWORLD AAU6183** CASTING- 5in- ROPE BRIDGE - DARK BROWN	$79.32	$158.64
1	**PLAYWORLD BPL3305** SLIDE 8' MIGHTY DESCENT BEDWAY - FOREST GREEN	$3,688.98	$3,688.98
3	**Playworld BAE0668** BOLT-3/8in-16 X 2-1/2in BUTTON (LOG HOP HDWR)	$2.48	$7.44
3	**PLAYWORLD BFC1019** PLASTIC WASHER - 1.56in OD x .38in THICK (LOG HOP HDWR)	$10.92	$32.76
25	**Playworld BAE0595** WASHER - 3/8in SAE FLAT -	$0.12	$3.00
10	**Playworld BAE0020** RIVET - .25in X .687in ALUMIN	$0.47	$4.70
15	**Playworld BAE0664** BOLT -3/8in-16 X 1in BUTTON HD	$1.15	$17.25
12	**Playworld BAE0600** WASHER - 1in O.D. FLAT -	$0.24	$2.88

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Proposal

#EST3314

10	**Playworld BAE0620** NUT - 3/8in-16 LOCK W/ NYLON	$0.73	$7.30
15	**Playworld BAE0659** BOLT - 3/8in-16 X 3/4in BUTTON	$1.10	$16.50
10	**Playworld BAE0666** BOLT-3/8in-16 X 1-1/4in BUTTON	$1.41	$14.10
1	**Playworld** AFR2347 - COMMUNITY HELPERS - PERF TUBE - TROPICAL YELLOW	$1,484.29	$1,484.29
20	**Playworld BAE0663** NUT - 3/8in-16 X 7/16in BUTTON	$3.17	$63.40
3	**Playworld BAE0661** BOLT - 3/8in-16 X 1/2in BUTTON	$1.21	$3.63
1	**Playworld** BFC4107 - COMMUNITY HELPERS PAW PRINT - WHITE	$61.69	$61.69
2	**Playworld BAE0161** NUT - 1/4in-20 X 7/16in BUTTON	$2.52	$5.04
2	**Playworld BAE0158** WASHER - 1/4in SAE FLAT -	$0.08	$0.16
1	**Playworld BAE01525** BOLT- 1/4in-20 X 1-1/4in	$0.59	$0.59
1	**Playworld** BFC6088 - COMMUNITY HELPERS SLIDE BED - LIME	$544.43	$544.43
1	**Playworld** BFC6090 - COMMUNITY HELPERS RIGHT SLIDE PANEL - BEIGE	$728.93	$728.93
1	**Playworld** AFR2315 - COMMUNITY HELPERS SLIDE ENTRANCE BRACKET - LIME	$133.45	$133.45
2	**Playworld** AFR2175 - ZOOM TRAX TROLLEY STOP - TROPICAL YELLOW	$142.26	$284.52
1	**Playworld** AAU6240 - ZOOM TRAX END CAP - TROPICAL YELLOW	$125.90	$125.90
4	**Playworld** BAE1756 - SCREW- SELF THREADING 1/4-20 X	$4.71	$18.84
4	**Playworld BAE0017** BOLT-.25in-20 X .75in FLAT HD. (CONE SPINNERS)	$1.44	$5.76
2	**Playworld** AAU6239 - POST COVER CASTING - ORANGE (CONE SPINNERS)	$66.72	$133.44
2	**Playworld ZZXX0915** BOLT KIT - CONE SPINNERS	$67.00	$134.00
1	**Playworld ZZUN9930** PIPE SYSTEMS MAINTEANCE KIT W/ AEROSOL - DBW & BEI	$355.00	$355.00
1	**Playworld BAD6000ORN** 4.5 OZ AEROSOL CAN OF SPRAY	$27.71	$27.71
	Subtotal		$21,196.82

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Proposal

#EST3314

	Discount Courtesy	-10%	($2,119.68)
1	**Freight**	$4,335.00	$4,335.00
1	**Play Equipment Installation** *Includes removal of damaged equipment on quote, as well as tube slide entrance and access gates covered by warranty **CUSTOMER RESPONSIBILITY: *Customer will receive & store Items until install can be scheduled *Provide dumpster on site	$12,500.00	$12,500.00
1	**Poured in Place Surfacing** Provide & Install 200 sf of Standard color Perma Play (50% Color / 50% Black) *Color won't match exactly due to sun fading of existing	$9,190.00	$9,190.00
	Discount Courtesy - PIP Surfacing	($9,190.00)	($9,190.00)

THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

Subtotal	$35,912.14
Tax	$0.00
Total	$35,912.14

Accepted By

Printed Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING. PO/Reference #:_____ ***THANK YOU!***

playmore
RECREATIONAL PRODUCTS + SERVICES

6300 Metro Plantation Road
Fort Myers, FL 33966

(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free

Standard Terms and Conditions

General Terms

Acceptance of this proposal, quotation, contract, purchase order, or authorization to proceed constitutes acceptance of all terms and conditions contained herein.

- Prices are valid for thirty (30) days unless otherwise noted. After thirty (30) days, prices are subject to change without notice.
- Add 10% to the total project price if Prevailing Wages are required and not specifically included in the proposal.
- Add 3% to the total project price if Payment and Performance Bonds are required and not specifically included in the proposal.
- Add 2% to the total project price if participation in an OCIP or CCIP program is required and not specifically included in the proposal.
- Sales tax will be charged unless a valid Sales Tax Exemption Certificate is provided prior to invoicing.
- All colors, options, layouts, and selections must be approved in writing. Playmore shall not be responsible for discrepancies resulting from verbal approvals or selections.
- Installation, site work, demolition, grading, drainage, permits, engineering, surveys, utility locates, testing, or other related work are not included unless specifically stated in the proposal.
- If customer or others perform installation, all equipment must be installed in accordance with manufacturer instructions, ASTM standards, CPSC guidelines, applicable codes, and industry standards.

Warranties

Playmore warrants equipment, surfacing, and installation workmanship for a period of one (1) year from the date of substantial completion unless otherwise stated in writing.

Any applicable manufacturer warranties extending beyond one year shall remain in effect in accordance with the manufacturer's warranty terms and conditions. Manufacturer warranty claims shall be processed directly through the manufacturer. Playmore assumes no responsibility for manufacturer warranties beyond its one-year workmanship warranty.

Normal wear, abuse, vandalism, misuse, improper maintenance, unauthorized repairs, acts of nature, or damage caused by others are excluded from warranty coverage.

Playground Surfacing

All playground equipment shall be installed over safety surfacing in compliance with applicable ASTM standards and current CPSC guidelines.

If customer or others elect to install equipment or surfacing contrary to manufacturer recommendations, ASTM standards, CPSC guidelines, or applicable codes, customer assumes all responsibility and liability associated with such installation, including any resulting claims, injuries, or litigation.

Installation Standard Services Include (As Required)

- Shipping coordination and receiving instructions
- Pre-installation site meeting
- Public utility locate request through Sunshine 811
- Delivery and movement of new equipment on-site
- Equipment layout
- Installation in accordance with manufacturer instructions
- General jobsite cleanup (debris left on-site unless otherwise noted)
- Post-installation walkthrough

Installation Customer Responsibilities

Unless specifically included in the proposal, customer responsibilities include:

- Site plans and surveys
- Site preparation, grading, drainage, and earthwork
- Removal of existing equipment or site improvements
- Private utility locates
- Dumpster and debris disposal
- Accepting deliveries and unloading equipment

- Providing staging and storage areas
- Site security
- Site access for equipment and personnel

Building Permits

Required building permits are the responsibility of the Owner and/or Contractor. If a building permit is required for the project, a permit coordination fee equal to 5% of the total project price will be added unless already included in the proposal.

All zoning, planning, health department, environmental, architectural, HOA, and other jurisdictional reviews, permits, approvals, site plans, surveys, engineering documents, and supporting materials required for permitting are the responsibility of others unless specifically stated otherwise in the proposal.

If signed and sealed engineered drawings are required, additional charges may apply unless specifically included in the proposal.

Equipment and materials will not be released for vendor fabrication until all required building permits have been obtained unless Playmore has received a fully executed Early Manufacturing Release & Risk Acknowledgment from the customer.

Theft / Vandalism

Customer is responsible for securing the project site, equipment, and materials at all times. Playmore shall not be responsible for theft, vandalism, damage, or loss occurring before final project completion and acceptance.

Any costs associated with replacement equipment, materials, labor, mobilization, delays, or additional services resulting from theft, vandalism, or site damage shall be the responsibility of the customer.

Site Access / Utilities

Customer shall provide and maintain adequate access to the project site for heavy trucks, equipment, deliveries, and personnel throughout the duration of the project.

If access is restricted, limited, or located an unreasonable distance from the installation area, any additional labor, equipment, transportation, staging, handling, or mobilization costs incurred shall be the responsibility of the customer unless specifically included in the proposal.

Playmore will exercise reasonable care during delivery and installation activities; however, the customer acknowledges that normal construction and installation operations may result in damage to existing site conditions, including but not limited to sod, irrigation systems, concrete, asphalt, landscaping, private utilities, sidewalks, curbing, or other improvements. Repair or replacement of such items shall be the responsibility of the customer unless specifically included in the proposal.

Customer is responsible for identifying and marking all private underground utilities and site improvements prior to commencement of work.

Any additional protective measures requested by the customer, including temporary access roads, plywood protection, crane pads, or ground protection systems, shall be at the customer's expense unless specifically included in the proposal.

Rock / Unsuitable Soil / Unknown Conditions

Most installations require excavation and concrete footings below finished grade. Removal of existing surfaces or ground coverings, including but not limited to asphalt, concrete, rubber surfacing, poured-in-place surfacing, wood fiber, sand, gravel, mulch, or other materials interfering with excavation, shall be the responsibility of others unless specifically included in the proposal.

If unforeseen site conditions or underground obstructions are encountered, including but not limited to:

- rock,
- coral,
- unsuitable soils,
- groundwater,
- buried concrete,
- asphalt,
- utilities,
- drainage systems,
- root systems,
- debris,
- or other unknown obstructions,

Any resulting additional labor, equipment, material, engineering, disposal, dewatering, delay, or excavation costs shall be treated as extra work and billed in addition to the original proposal amount.

Additional Responsibilities

Any additional responsibilities, exclusions, clarifications, or assumptions shall be specifically identified in the proposal.

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PlayMoreWorryLess™ Playground Warranty and Inspection Program

Playground Installation Warranty

In addition to all applicable manufacturer product warranties, Playmore warrants its installation services for a period of one (1) year from the date of project completion.

During this warranty period, Playmore will, at no cost to the Owner, provide all labor necessary to correct defects resulting from improper installation workmanship.

This warranty does not cover conditions resulting from normal wear and tear, misuse, vandalism, acts of nature, or failure to perform routine maintenance.

Complimentary Playground Inspection Service

For the service life of installed playground equipment, Playmore offers one (1) complimentary annual playground inspection, to be conducted in coordination with an Owner representative.

- Inspections will be performed by a Certified Playground Safety Inspector (CPSI).
- The inspection consists of a visual assessment of the play area to identify potential safety, maintenance, or warranty-related concerns.
- Inspection findings and recommendations are advisory and do not replace the Owner's responsibility for routine maintenance and repairs.

To schedule the annual inspection, please contact Customer Service at (888) 886-3757.

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: Clarke Park Playground Vendor/Brand: Playmore Recreational Products + Services

Estimated Dollar Amount: $35,912.14 Term: N/A

Requesting Department: Public Works Department

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

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

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

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

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 the 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 the manufacturer or designated service representative.

6. ☐ Upgrades to, or enhancement of existing software is available only from the manufacturer.

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

8. ☐ Competitive purchase is 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: Kyle Croce Print Name: Kyle Croce

MEMORANDUM SOLE SOURCE / SINGLE SOURCE JUSTIFICATION **Checked Boxes 1. And 7.**
June 25, 2026

Subject Sole Source / Single Source Justification for Clarke Park Playground Equipment Repairs and Installation Services
Vendor: Playmore Recreational Products + Services

Justification for Single Source Procurement
The Town has determined that procuring these repair services from Playmore Recreational Products + Services is in the Town's best interest for the following reasons:

1. **Original Equipment Supplier and Installer**
   Playmore Recreational Products + Services supplied and installed the existing playground equipment. As the original installer, the company maintains extensive knowledge of the playground's structural design, equipment specifications, installation details, and component compatibility requirements.
2. **Compatibility of Replacement Components**
   The repairs require replacement and restoration of existing playground components that must remain compatible with the original equipment. Utilizing the original supplier ensures that all replacement parts meet manufacturer specifications, maintain structural integrity, and preserve compliance with applicable playground safety standards.
3. **Site Familiarity and Institutional Knowledge**
   Playmore is familiar with the Clarke Park Playground site, including equipment layout, installation history, and existing conditions. This familiarity reduces project risks, minimizes field modifications, and allows repairs to be completed efficiently and accurately.
4. **Quality Assurance and Warranty Protection**
   Playmore will provide a one-year warranty on equipment, surfacing materials, and workmanship associated with the repair project. Additionally, the playground poured-in-place surfacing repairs will be completed at no cost to the Town, providing additional value and cost savings.
5. **Reduced Risk and Project Efficiency**
   Utilizing a different contractor would require additional site evaluations, equipment verification, design review, and compatibility assessments. This could increase costs, extend project timelines, and create potential liability associated with mismatched or non-compatible components. The original supplier can perform the repairs with greater efficiency and confidence due to their direct knowledge of the existing installation.
6. **Best Value to the Town**
   The proposed repairs preserve the Town's investment in the playground while minimizing downtime and disruption to the public. The inclusion of no-cost poured-in-place surfacing repairs and the vendor's familiarity with the equipment and site conditions provide significant value that would be difficult to replicate through another contractor.

Conclusion
Based on Playmore Recreational Products + Services' role as the original supplier and installer of the Clarke Park Playground, their unique knowledge of the equipment and site, the need for compatible replacement components, the warranty provided, and the additional no-cost surfacing repairs, it is in the best interest of the Town of Orange Park to procure these services through a single-source purchase.
Accordingly, staff recommends approval of the procurement of playground repair services and associated equipment from Playmore Recreational Products + Services.

Item No. 7.1

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Public Works

Item Title: Approval of Change Orders No. 2 and 3 – Clarke Park Cottage Rehabilitation Project

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

Financial Impact if Applicable: Total $18,572.50 from 001-60-51910-62000; balance $24,626.68.

Background Information:

Renovations for the Clarke Park Cottage are progressing well. During a recent progress meeting with the contractor, grant administrator, staff, and engineer, the project team discussed removing the existing asbestos siding to expose and paint the original exterior wood siding, as initially proposed. This restoration will return the building to its historic design. Proceeding with this step now is ideal, as the building is currently under construction and prior to funds being spent on temporary exterior repairs. Staff consulted with Cindy Cheatwood, of the Culture & Recreation Committee, who agreed with the restoration approach and timing, noting that this historic preservation has been desired for many years but previously lacked funding. Once the asbestos is safely removed and the underlying wood siding is repaired, it will be painted white to match its original historic color.

Also, upon further review, it was determined that the front porch design requires adjustments to properly match the cottage's quarter panels. To accommodate the necessary stair handrail extension, the engineer submitted a new drawing of the porch, positioning the new wood railing behind the existing metal rail. Additionally, a minor amount of fill dirt may be added around the porch to ensure the total grade drop is under 30 inches. Keeping this height under 30 inches allows the porch railing to be 36 inches high instead of 42 inches, which significantly enhances the building's historical presence while meeting safety standards. This Change Order will be submitted as a handout as it wasn't available at time of submission of council memos.

Action Requested:

Approval of Change Order 2 and 3 in the amount of $14,117.50 and $4,455.00 for removal and disposal of asbestos siding and wood siding damage repairs and porch design and accessibility adjustments.

Information Attached:

Change Order 2
Porch railing sketch

Island Villa Construction LLC
Po Box 12
Islamorada FL 33036

Work: (305) 664-8900
Mobile: (305) 481-7215

info@islandvillaconstruction.com

IslandVillaConstruction.com

CGC 1524387

Change Orders

Job Name	ITB-PW-01-2026 Rehabilitation of Clarke Park Cottage PO#22584
Job Number	2026-134
Change Order Number	2
Issue Date	July 6, 2026

Estimator

Jay Warner

(904) 814-5547

Jay@islandvillaconstruction.com

Customer

Town of Orange Park
2042 Park Avenue
Orange Park FL 32073

Job Site

Clarke Park Cottage
1039 Kingsley Avenue
Orange Park FL 32073

Item	Quantity	Amount
Added Items		
1 - Asbestos Siding Removal and Disposal	**1 Ea**	**6,930.00**
To remove and dispose of 1,100 SF assumed asbestos cementitious siding from exterior only.		
All asbestos abatement shall be performed in accordance with EPA/OSHA guidelines.		
All disposals shall be at an EPA approved and permitted landfill facility.		
2 - Allowance- Wood Siding Damage repair	**250 LF**	**7,187.50**
Includes the removal and reinstallation of wood siding charged @ $25 per linear foot upto 250 LF in total.		
This is an allowance to be considered and used as needed due to the unknown nature and status of the underlaying existing siding.		

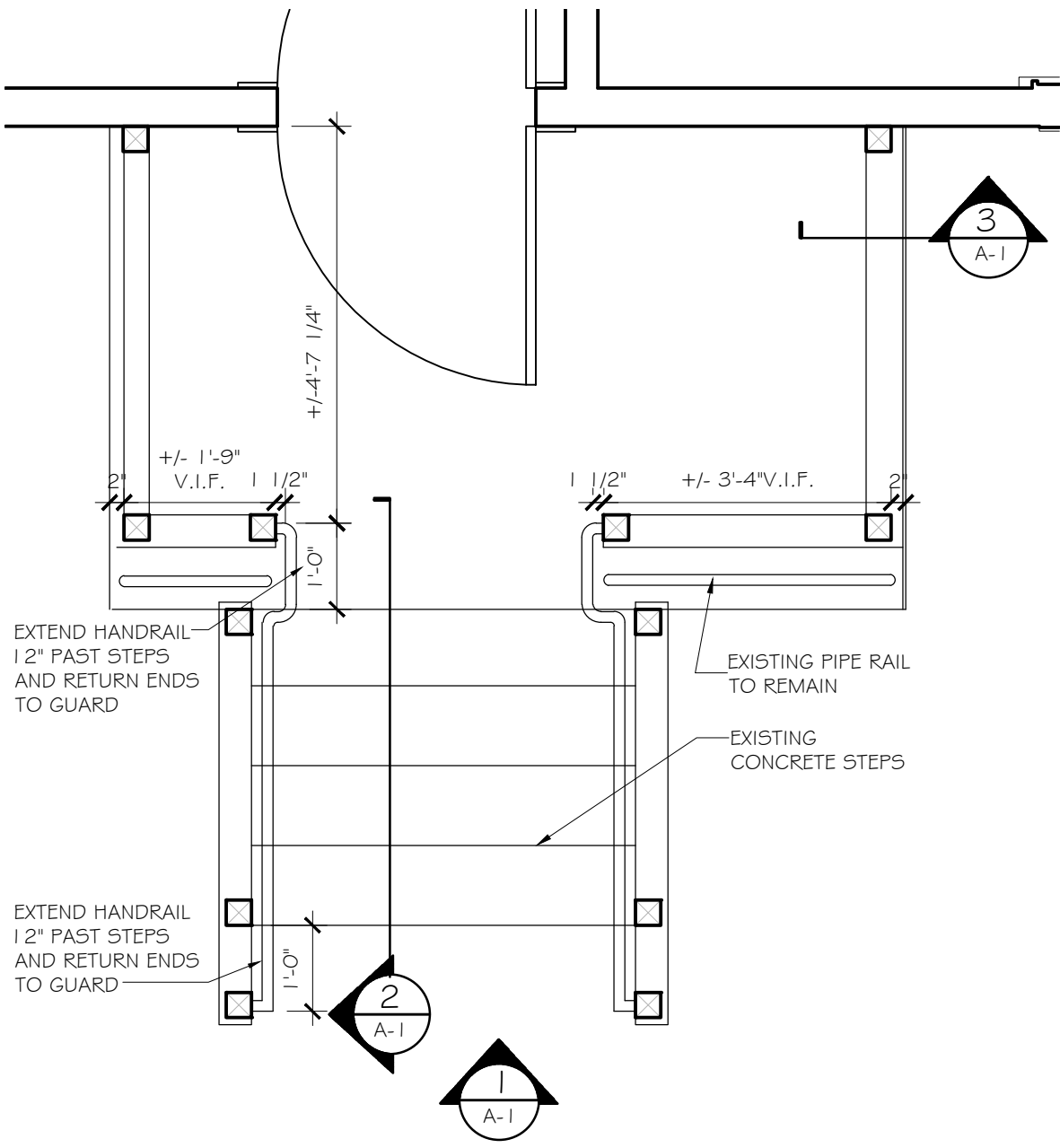
Net Contract Change	**14,117.50**

_____ Date _____

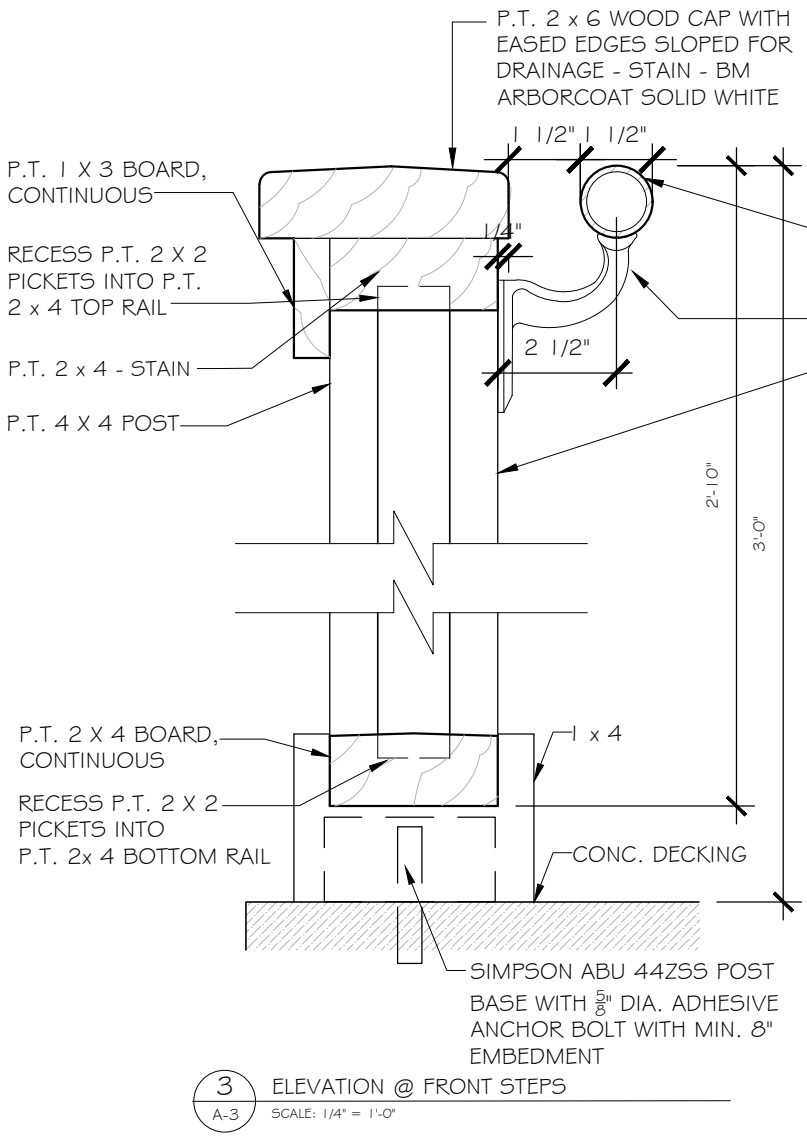
Town of Orange Park



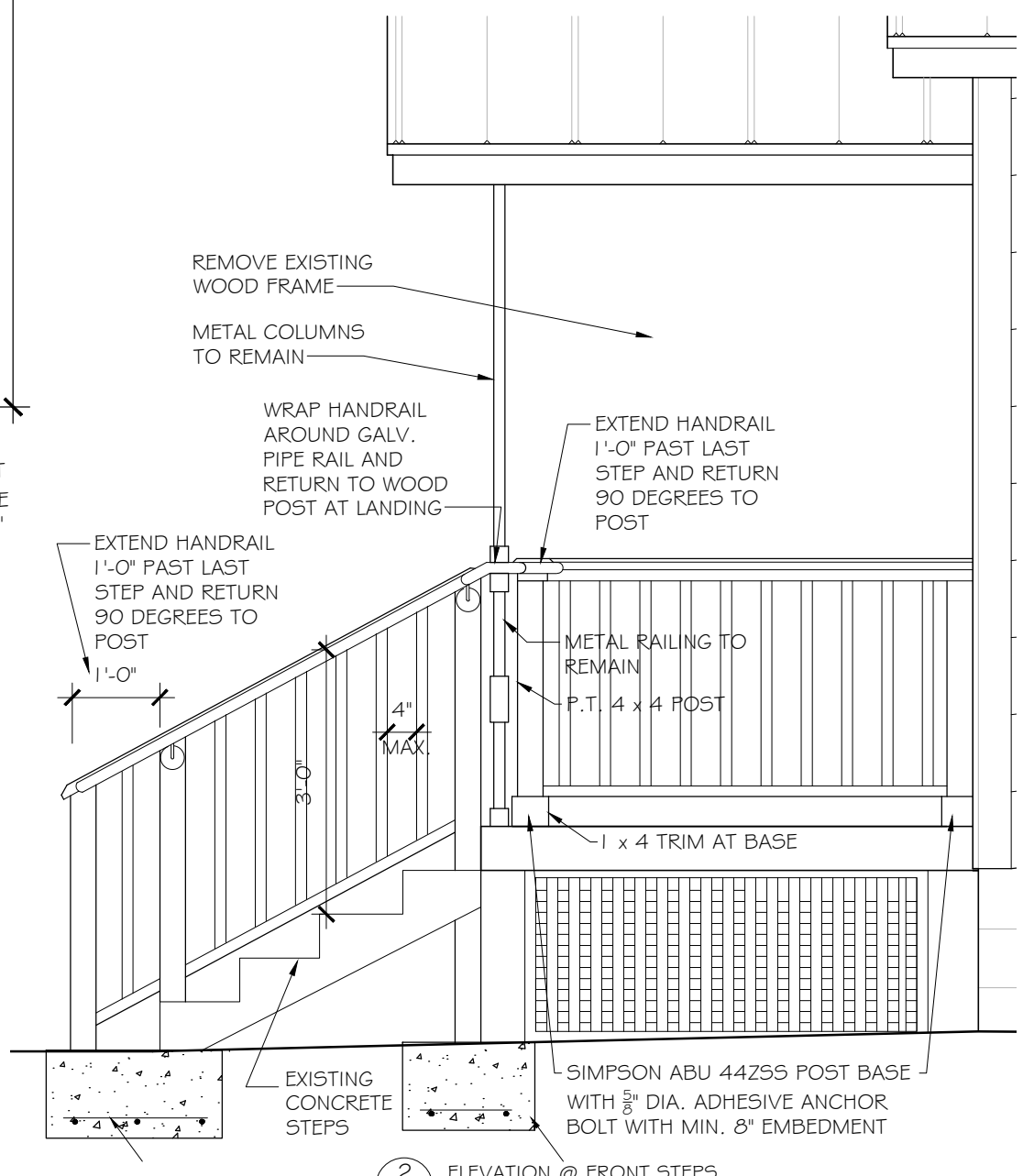
1 / A-3 ELEVATION @ FRONT STEPS
SCALE: 1/4" = 1'-0"



ENLARGED PLAN @ FRONT STEPS
SCALE: 1/2" = 1'-0"



3 / A-3 ELEVATION @ FRONT STEPS
SCALE: 1/4" = 1'-0"



2 / A-3 ELEVATION @ FRONT STEPS
SCALE: 1/4" = 1'-0"

CLARKE PARK COTTAGE
PORCH RAILING

Item No. 7.m

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Economic Community Development

Item Title: Approval to Piggyback School Board of Duval County Contract with UES Professional Services

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

Financial Impact if Applicable: Financial Impact if Applicable: $32,400.00 for remainder of FY 2025/26 (Professional Services - Inspections GL 106-50-51500-31090). Available balance $32,400.00.

Background Information: Since March 2020, the Town of Orange Park ECD Department has utilized a piggyback contract through Clay County to contract with UES Professional Solutions, LLC ("UES") to provide basic services including plan review and inspections as the Building Official for the Town. However, Clay County's contract with UES was not renewed. The proposed piggyback would utilize the current UES Continuing Services Agreement with the School Board of Duval County. Although the staff has an excellent relationship with UES for the ongoing services they provide, additional research was completed to identify other possible providers for this service. However, staff did not find any other providers that currently provide this service in the surrounding North Florida area.

The Contract has multiple fixed prices associated with each service provided, as outlined in Exhibit A. Additionally, the table below highlights the current and proposed fees for the services provided.

Rate Comparison Table

Service Category	2020 Agreement Rate	Proposed Agreement Rate
Plan Review	$75.00 / hour	$91.98 / hour
Inspections	$75.00 / hour	$91.98 / hour
Building Official	$75.00 / hour	$122.40 / hour

The current flat-rate structure of $75 per / hour has been in place since 2020. Over the past six years, this fixed fee has failed to keep pace with operational cost increases, regional inflation, and the specialized credentials required for municipal building official and inspection services.

Based on past performance, qualifications, pricing, and familiarity with the Town's building and permitting process, the ECD Department has determined that UES remains the most qualified and economical provider to perform these professional services.

The term of the Duval County School Board contract is for one (1) year from April 2, 2026 and may be renewed for two (2) additional one (1) year periods.

Action Requested:

Approve the piggyback of the School Board of Duval County contract in the amount of $32,400.00, and to authorize the Town Manager to execute an amendment to appropriate and increase the dollar amount for the 2026/2027 fiscal year and subsequent fiscal years in such amounts as expressly appropriated by the Town Council to the contractor in the Town's annual budget without further action by the Town Council.

Information Attached:
TOP - UES Piggyback Contract Form.SGR Approved
Agmt for Services DCPS and Universal Engineering Sciences Commercial Inspection Services Agreement.FINAL.02172023_UES_Executed.pdf

CONTRACT FOR SERVICES
(Building Inspection Services)

THIS CONTRACT FOR SERVICES ("Contract" or "Agreement") is made and entered into as of this ___ day of _____, 2026 (the "Effective Date") by and between **UES Professional Solutions, LLC**, a Florida 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 March 7, 2023, Contractor made and entered into a contract with the School Board of Duval County, FL (the "Government Entity"), RFP No. 18-23/TW (the "Governmental Contract") to provide building code inspection 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 May 1, 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 not-to-exceed Thirty-two Thousand Four Hundred Dollars and 00/100 ($32,400.00), subject to annual available and lawfully appropriated funds. The Contract payment terms are set forth on **Exhibits A and D** attached hereto. The maximum indebtedness may be increased by contract amendment during the Contract term by the Town subject to additional appropriations of funds by the Town Council without further action by the Town Council.

Section 4. **Contract Term**. The term of this Contract shall commence on the Effective Date and shall continue until April 1, 2027, unless sooner terminated by either party in accordance with the terms of this Agreement. The Town will have the option to review this contract for up to two (2) terms of one (1) year each, if the School Board of Duval County 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:	Town Attorney Same address as above Email: lhodges@sgrlaw.com
As to Contractor:	UES Professional Solutions, LLC F4205 Vineland Road, Suite L1 Orlando, Florida 32811 Attention: Phone: 904-296-00757 E-mail: Ragee@teamues.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 Stephen Smith, and Contractor's Contract Manager is Ricky Agee. 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:

UES Professional Solutions, LLC, a Florida limited liability company

_____
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 _____, 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.

AGREEMENT FOR SERVICES BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA AND UNIVERSAL ENGINEERING SCIENCES, LLC.

This Agreement for Commercial Building Code Inspection Services effective March __, 2023 (the "Effective Date"), and is between The School Board of Duval County, Florida, a body politic and corporate ("DISTRICT") located at 1701 Prudential Drive, Jacksonville, Florida 32007 and Universal Engineering Sciences, LLC, a Florida limited liability corporation ("CONTRACTOR") located at 4205 Vineland Road, Orlando, Florida 32811. The DISTRICT and CONTRACTOR may be referred to singularly as a "Party" and collectively as the "Parties.

The DISTRICT desires to engage the CONTRACTOR for services, pursuant to the Recommendation for Award, dated January 25, 2023 for RFP No. 18-23/TW. The CONTRACTOR is willing to provide the services in accordance with this Agreement, in addition with the RFP No. 18-23/TW, Addendum No. 1 dated January 17, 2023, and the CONTRACTOR's Response to RFP No.18-23/TW dated January 19, 2023 (collectively referred to and incorporated herein as the "RFP"; see attached as **Exhibit A**). All of the documents mentioned in this paragraph, in addition to attachments **Exhibits B** through **Exhibit D** herein, are incorporated herein by reference and will be collectively referred to hereinafter as the "Agreement").

WHEREAS, State Rule 6A-1.012(7), F.A.C., authorizes and allows the DISTRICT to enter into this contract, which has been competitively procured and awarded;

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

ARTICLE 1
RECITALS

1. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference.

ARTICLE 2
SCOPE OF CONTRACTOR'S SERVICES

2. The CONTRACTOR understands and agrees to provide the Basic Services described herein as plan review and inspections and any other services identified in **Article 2**. The CONTRACTOR shall perform plan review and inspections under the authority of the School Board 's Building Official and Fire Official (also referred to herein as the DISTRICT) in accordance with the Florida Building Code, Florida Fire Prevention Code and all other applicable codes and statutes.

2.1 PLAN REVIEW

The CONTRACTOR shall review the A/E of Record's Design, Construction Documents and Supplemental Submissions by the CONTRACTOR to determine that the Design and Construction Documents conform to the DISTRICT Design Guidelines, FBC, FFPC, SREF and other applicable codes and regulations that may be required. Plan Reviews

shall be performed consistent with the administrative chapter of the Florida Building Code at the following intervals, when applicable or required by the DISTRICT:

- Concept Review - The CONTRACTOR shall participate in concept review for projects as needed
- Completion of Phase I - Schematic Design Documents
- Completion of Phase II - Design Development Documents
- Completion of Phase III - 100% Construction Documents
- Fire/Life Safety Plan Review - Shall be performed by a Florida certified fire safety inspector and be included in the Basic Services
- Completion of each Addendum
- Completion of Change Orders
- CONTRACTOR's requested Field Changes deviating from approved Permit Set.
- Progress submittals including shop drawings, product approvals, etc.

a) The CONTRACTOR shall register with the Building Official, providing information as prescribed in DCPS Code Enforcement SOP and Section 553.791, Florida Statutes prior to permit application.

b) The CONTRACTOR shall provide the Building Official with written plan review comments outlining deficiencies in compliance with the applicable codes and regulations within fifteen (15) working days after receipt of all submittal documents.

c) The CONTRACTOR shall report and record plan review comments using the DISTRICT'S Data Management System as directed by the Building Official. Such reporting requirements may be modified from time to time at the discretion of the DISTRICT.

d) The CONTRACTOR shall attend meetings as required by the Building Official and will amend Plan Review comments as directed by the Building Official at no additional cost.

e) Reviewers shall only perform work within their licensed field.

2.2 INSPECTIONS

The CONTRACTOR shall review all Permit Documents and inspect the construction work by the CONTRACTOR to determine conformance with the Permit Documents , the FBC, FFPC and other applicable codes and regulations that may be required. Inspections shall be performed consistent with the Administrative Chapter of the Florida Building Code at the following intervals, when applicable:

a) The CONTRACTOR shall strive to perform each inspection within one (1) workday and no later than two (2) workdays after the inspection was requested .

b) After each inspection, the Inspector shall either release that portion of the work by signing an appropriate area on the field inspection record, or shall notify in writing the permit

holder or his agent of any violations requiring corrections and re-inspection .

c) The CONTRACTOR shall provide the Building Official with written inspection comments outlining deficiencies in compliance with the applicable codes and regulations within one (1) workday after completion of the inspection.

d) The CONTRACTOR shall report and record inspection comments using the DISTRICT'S Data Management System as directed by the Building Official. Such reporting requirements may be modified from time to time at the discretion of the DISTRICT.

e) The CONTRACTOR shall perform additional inspections and/or attend meetings as required by the Building Official and will amend inspection comments as directed by the Building Official at no additional cost .

f) Inspectors shall only perform work within their licensed field.

2.3 The duties, responsibilities and limitations of authority of the CONTRACTOR shall not be restricted, modified or extended without written agreement of the DISTRICT.

2.4 The CONTRACTOR shall have authority to act on behalf of the DISTRICT only to the extent provided in this Contract unless otherwise modified by written instrument.

2.5 The CONTRACTOR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the CONTRACTOR's responsibility under the Contract.

2.6 The CONTRACTOR shall not be responsible for the CONTRACTOR's schedules or failure to carry out the Work in accordance with the Contract Documents. The CONTRACTOR shall not have control over or charge of acts or omissions of the CONTRACTOR, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work

2.7 Fire Alarm Inspections shall be conducted in accordance with the National Fire Alarm Code Handbook and other applicable or adopted standard and shall be included in the Basic Services.

2.8 The CONTRACTOR shall not begin any services until execution of this signed Agreement is approved by the School Board. Before an "Activation" is issued, the CONTRACTOR shall execute the "Contract between the DISTRICT and CONTRACTOR" and return it to the Purchasing Department along with the following (see **Exhibit A**):

2.8.1 The CONTRACTOR's Certificate(s) of Insurance in accordance with RFP Section 16.0 Insurance Requirements.

2.8.2 Conflict of Interest (if applicable) (Sealed).

2.8.3 Truth in Negotiation Certificate (Sealed).

2.9 CONTRACTOR SELECTION/ACTIVATION PROCESS

2.9.1 On all new project assignments, the DISTRICT may review the following

criteria to determine which firm(s) may be selected to quote the personnel and labor hours needed to complete the project.

- Initially, Projects will be offered in alphabetical order by the Awardees company name.
- A particular firm is already working on the site where the new project will take place.
- Review of the Commercial Building Code Inspection and Review Services activation log will determine the CONTRACTOR with the lowest dollar volume from previous and pending activations.
- Documented Vendor/Contractor evaluation form(s) identifying deficient performance on past project(s) or a Vendor/Contractor turning down work may affect future projects being offered and termination of the Contract.

2.9.2 The DISTRICT will send an email with the project information to the CONTRACTOR in the pool selected for the work. The CONTRACTOR shall provide acceptance in writing within forty-eight (48) business hours. If acceptance is not received, the DISTRICT may reach out to the next firm in line for work.

2.9.3 If the Project is accepted, the CONTRACTOR shall submit a not to exceed quote based on the current contract rates and the DISTRICT will review, negotiate, reject or approve the quote.

2.9.4 If the DISTRICT is unable to reach an agreement with the CONTRACTOR proposing within forty-eight (48) business hours, the DISTRICT may move on to the next firm in line for work.

2.9.5 Upon receipt of the activation, the CONTRACTOR will submit additional requirements outlined in Attachment B-1 – Standard Operating Procedures for Private Providers within forty-eight (48) business hours.

ARTICLE 3
COMPENSTION

3. In accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, the DISTRICT's maximum indebtedness under this Agreement shall not exceed **$725,200.00**. Any penalty for delay in payment shall be in accordance with applicable law. The DISTRICT shall compensate the CONTRACTOR as follows:

3.1 The DISTRICT will determine the Personnel and Basis of Compensation for each project using an hourly rate including mileage according to the Fee Schedule (herein **Exhibit D**). The DISTRICT shall assign each Project to the CONTRACTOR through a written Activation. The CONTRACTOR shall not proceed with assigned Work without an Activation.

3.2 COMPENSATION FOR ADDITIONAL SERVICES

3.2.1 Compensation for additional services shall be computed as follows: Compensation shall be in accordance with the School Board approved **Fee Schedule (Exhibit D)** and subject to the DISTRICT'S desired level of representation.

3.2.2 Services of the CONTRACTOR, authorized by the DISTRICT and beyond the Basic Services outlines herein, shall be compensated in accordance with the Hourly Rates according to **Exhibit D.**

3.2.3 If the CONTRACTOR is unable to perform the work or furnish the personnel needed in a timely manner as agreed upon, DISTRICT shall have the right to rescind the activation and award to another vendor. The CONTRACTOR will be compensated for work performed.

3.2.4 Work shall be performed as needed. Charges for work shall start at the time of arrival at DISTRICT or the job site and end at the time of departure. All travel and other cost shall be included in the bid pricing. Bidders cannot set a minimum number of hours to be charged.

3.2.5 Primary Point of Contact: CONTRACTOR(s) must provide a primary account management as a point of contact for the Contract.

3.2.6 If the CONTRACTOR for any reason fails to remain a CONTRACTOR for DISTRICT, then all records pertaining to DISTRICT projects, inspections, permitting, technical data and all other documents shall be surrendered to DISTRICT within ten (10) business days.

3.3 FEE SCHEDULE

Payment to the CONTRACTOR toward the fee of each specific Project assigned by the DISTRICT will be made at the rates indicated in **Exhibit D** on a monthly basis**.**

3.4 REIMBURSABLE EXPENSES

3.4.1 Only Reimbursable Expenses authorized by the DISTRICT will be allowed.

3.4.2 Expenses of overtime work, if authorized in advance by the DISTRICT in writing. Overtime hours worked in excess of 40 in a workweek will be paid out at **one and one-half times their regular rates of pay**.

3.5. CONTRACTOR'S ACCOUNTING RECORDS

3.5.1 Records of Reimbursable Expenses, beyond those provided for in Basic or Additional Services, shall be submitted to the DISTRICT concurrent with such requests for payment. In addition, the CONTRACTOR and its Subcontractors shall be required to provide documentation in the form acceptable to the DISTRICT. The CONTRACTOR'S invoices for Additional Services must contain an itemized statement describing the time spent, the Work performed, and the names of personnel performing the Work.

3.5.2 CONTRACTOR'S and Subcontractors shall be required to bill on not less than a monthly basis, and in no event shall the CONTRACTOR and/or Subcontractors bill for services and costs more than ninety (90) days after the expense has occurred, otherwise such cost shall not be considered by the DISTRICT.

3.6 INVOICING

3.6.1 The CONTRACTOR(s) will be required to submit invoices that reference valid project numbers on all requests for payment. Each invoice can only be associated with one activation, and it is the responsibility of the CONTRACTOR(s) to resolve any discrepancies with the DISTRICT's Authorized Representative.

3.6.2 DISTRICT will only pay for the actual labor hours, materials and subcontractors utilized during the course of the work. Payments will be made for actual hours and actual mileage incurred, direct expenses identified in *section 8.2. Substantiation* including subcontractor invoices, time sheets, and any other required documentation to support the costs by the CONTRACTOR(s) may be required.

3.6.3 Direct Expenses require prior approval by the DISTRICT – An allowance for each contracted year for customary reimbursable expenses will be included in each CONTRACTOR(s) contract fees, which may include: team building, supplies and consumables, filing fees, background checks and badging, or minor/incidental costs that will be billed at our cost, and without a markup.

3.6.4 Invoices shall contain the following information, as applicable:

a) Invoice number, work location and project number.

b) Invoices shall provide a breakdown, which matches the quote and activation. Lump sum invoices will not be accepted. Quantities, unit pricing and extended pricing must be clearly presented.

c) Partial invoices may be processed at the discretion of the DISTRICT's Authorized Representative.

d) Invoice submittal is preferred to be made via email to the DISTRICT's Authorized Representative. Mailing instructions, if needed, can be obtained by contacting the appropriate DISTRICT's Authorized Representative.

ARTICLE 4
CONTRACTOR RESPONSIBILITIES

4. The CONTRACTOR'S responsibilities consist of those services performed by the CONTRACTOR, CONTRACTOR'S employees and CONTRACTOR'S Subcontractors as enumerated in in the Contract Documents and includes the following:

4.0 General.

4.0.1 The CONTRACTOR'S will be responsible to ensure services shall be performed as in a timely manner as is consistent with professional skill and care and the orderly progress of the Work. The CONTRACTOR shall adhere to the present project design and construction documents and schedules.

4.0.2 The CONTRACTOR shall be responsible to comply with written directives and memoranda issued by the DISTRICT.

4.0.3 It is understood between the parties that, under conditions where the DISTRICT deems it beneficial to the Project, the CONTRACTOR may be working in coordination and cooperation with other contractors who will be employed independently by the DISTRICT and responsible to the DISTRICT for their work and the performance of their respective agreements with the DISTRICT. The CONTRACTOR and its Subcontractors shall cooperate with the DISTRICT and other contractors.

4.0.4 The CONTRACTOR shall ensure that the work completed complies with the requirements of law and all applicable rules, regulations and codes including , but not limited to, the School Board Policies, DISTRICT Design Guidelines, Florida Building Code (FBC), and State Board of Education's Regulations.

4.0.5 CONTRACTOR shall provide all vehicles, cell phones, inspection equipment, badging, and other related materials to perform the services.

4.0.6 The inspector's and plan review staff will be expected to attend training on various DISTRICT policies, if offered, including, but not limited to, procedures,

code requirements, and tree protection. Such training will be provided by DISTRICT or through the City of Jacksonville, at its cost.

4.1 CODE AND REGULATIONS

The CONTRACTOR shall follow the requirements of all applicable codes, regulations, RFP including Attachments, Exhibits and Addenda.

4.2 CONTRACTOR'S EMPLOYEES

4.2.1 It is the CONTRACTOR's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration and Homeland Security Policies.

4.2.2 Employee's must:

a) Be 18 years of age or older, physically capable and qualified for this type of work.

b) Sign in and out (upon arrival & departure) at the main office of the school or facility.

c) Wear their company uniform at all times on DISTRICT property.

d) Wear their DISTRICT identification badge on their shirt or jacket so that it is visible at all times on DISTRICT property.

e) Comply with instructions pertaining to conduct and building regulations stated by site DISTRICT officials.

f) Adhere to DISTRICT security standards.

g) Refrain from using foul, abusive or profane language on school property.

h) Comply with the DISTRICT's policies on drug-free and smoke-free workplace.

4.2.3 Employee's will not:

a) Interact with the student population.

b) Solicit, distribute, or sell products while on DISTRICT property.

c) Possess any knives or firearms (gun, starter gun, antique firearms, etc.) on DISTRICT property.

4.2.4 The Principal at his/her discretion, can require that the CONTRACTOR(s) to immediately remove any employee from working on DISTRICT premises for violating any term of this Agreement; or whose work habits and/or conduct are deemed objectionable or unacceptable.

ARTICLE 5
DISTRICT'S RESPONSIBILITIES

5. If requested by the CONTRACTOR, the DISTRICT shall furnish evidence that financial arrangements have been made to fulfill the DISTRICT'S obligations under this Contract.

5.1 The DISTRICT shall designate authorized representative(s) to act on the DISTRICT'S behalf with respect to this Agreement. The DISTRICT or such authorized representatives shall render decisions in a timely manner pertaining to documents submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR'S services.

5.2 DISTRICT will provide a laptop, monitors, desk, phone, office supplies, safety equipment and mileage reimbursement in accordance with the current IRS rate. The cost to provide these materials shall be borne by DISTRICT.

5.3 The DISTRICT shall furnish all the information readily available for the CONTRACTOR to complete the work.

5.4 The DISTRICT shall furnish all accounting and auditing services the DISTRICT may require for each Project.

ARTICLE 6
PROJECT COMPLETION

6. Upon completion of the project, the CONTRACTOR shall submit the following information, as applicable:

6.1 Final invoice, with documentation.

6.2 Verification of hours worked, to include work order timesheets, payroll records, etc., upon request.

6.3 Any other documents as requested by a DISTRICT Authorized Representative.

ARTICLE 7
MISCELLANEOUS SECTIONS

7. Term; Termination. The term of this Agreement shall commence as of March 7, 2023 for one calendar year. This Agreement may thereafter be renewed for four (4) additional one (1) year periods, upon consent and agreement of the Parties. The DISTRICT reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice to the CONTRACTOR. If said Agreement should be terminated for convenience as provided herein, the Parties understand and agree the DISTRICT will be relieved of all obligations under this Agreement. Notwithstanding, the Parties understand and agree that the CONTRACTOR shall have no reciprocal rights to terminate this Agreement as the DISTRICT's payments under this Agreement form the consideration for the DISTRICT's terminable rights.

8. Federal Requirements. The DISTRICT may utilize federal funds for its payment pursuant to the Agreement; accordingly, if requested by the DISTRICT, the CONTRACTOR shall execute

and deliver to the DISTRICT, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit as set forth in **Composite Exhibit B and B-1 – Federal forms** herein.

9. Representations by CONTRACTOR. If CONTRACTOR is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individual executing the Agreement on behalf of CONTRACTOR is authorized to do so.

10. Travel Expenses. The DISTRICT will not be responsible for payment of any travel of CONTRACTOR throughout this Agreement; it being understood that the DISTRICT's payment of fees set forth in section 2 above covers any and all expenses, including direct or indirect travel expenses, of CONTRACTOR.

11. Insurance. DISTRICT certifies that it is self-insured pursuant to the provisions of §768.28 (16), F.S., for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the DISTRICT in the Agreement. DISTRICT shall insure that CONTRACTOR receives immediate notification of reduction in or cancellation of coverage. CONTRACTOR agrees to maintain insurance coverage according to the types and levels of insurance set forth in **Exhibit C** herein. (See section 16.0 **Insurance Requirements, RFP** page 18).

12. Funding Out. Each payment obligation of the DISTRICT created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the DISTRICT at the end of the period for which funds are available. The DISTRICT shall notify the CONTRACTOR at the earliest possible time before such termination. No penalty shall accrue to the DISTRICT in the event this provision is exercised, and the DISTRICT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

13. Confidentiality of Student Records. CONTRACTOR understands and agrees that it is subject to all federal and state laws and DISTRICT rules relating to the confidentiality of student information it receives, if any. CONTRACTOR further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. CONTRACTOR shall regard all student information as confidential and will not disclose the student information to any third party.

14. Hold Harmless/Indemnification. Subject to the limitations of §768.28, Florida Statutes, the DISTRICT agrees to indemnify and hold harmless CONTRACTOR from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the DISTRICT arising out of or in connection with the provisions of this Agreement. CONTRACTOR agrees to indemnify, hold harmless and defend the DISTRICT from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of CONTRACTOR arising out of or in connection with the provisions of this Agreement. Except as otherwise provided by Florida Law, neither the execution of this Agreement by the DISTRICT nor any other conduct, action or inaction of any DISTRICT representative relating to the Agreement is a waiver of sovereign immunity by the DISTRICT.

15. Governing Law / Venue / Attorneys Fees / No Arbitration. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue lying exclusively in the jurisdictional court in Duval County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. In the event of any dispute, the parties waive any provision requiring arbitration.

16. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

17. No Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provisions.

18. Employment Eligibility. The Parties will comply with their respective obligations set forth in section 448.095, Florida Statutes.

19. Subcontractors. If CONTRACTOR is permitted to subcontract any of the work set forth in this Agreement, CONTRACTOR shall ensure that each subcontractor complies with all provisions of this Agreement. CONTRACTOR will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in this Agreement.

20. Public Records Laws. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. CONTRACTOR understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, CONTRACTOR agrees to:

a. Keep and maintain public records required by the DISTRICT in order to perform the service.
b. Upon request from the DISTRICT's custodian of public records, provide the DISTRICT 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 the Chapter 119, Florida Statues or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT.
d. Upon completion of the Agreement, transfer, at no cost, to the DISTRICT all public records in possession of CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If CONTRACTOR transfers all public records to the DISTRICT upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request of the DISTRICT's custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

Byron Page – pageB1@duvalschools.org (904)390-2498

21. Indemnification for Copyright Infringement. CONTRACTOR shall defend, indemnify and hold the DISTRICT and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

22. Intellectual Property Rights – Use. CONTRACTOR represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. CONTRACTOR will indemnify and hold harmless the DISTRICT from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the DISTRICT. If CONTRACTOR uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

23. Notices; Agency Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Contractor:

Universal Engineering Science, LLC.
Attn: Robert Mixson, Department Manager
5561 Florida Mining Blvd. S.
Jacksonville, FL 32257

If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Dr. Diana Greene, Superintendent

With copy to:
Office of General Counsel
c/o 1701 Prudential Drive
Room 340
Jacksonville, FL 32207
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement,

as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by CONTRACTOR as part of the services. For purposes of the DISTRICT's representative for the day-to-day activities, the DISTRICT's Administrator shall be:

Duval County Public Schools
Attn: Byron Page, Facilities, Engineering, Design and Construction
1701 Prudential Drive, 6th Floor
Jacksonville, FL 32207
(904) 390-2126

24. Non-Discrimination. CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity/expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

25. Severability. If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

26. Assignment. Neither the Agreement, nor any portion thereof may be assigned by CONTRACTOR, in whole or in part, without the prior written consent of the DISTRICT.

27. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

28. No Gifts or Contingent Fees. It is the policy of the DISTRICT to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. CONTRACTOR further warrants that it, nor any of its directors, employees, officers or agents, nor any of CONTRACTOR's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the

breach or violation of these provisions, the DISTRICT shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

29. Disclosure of Employment of Former District Employees. Pursuant to DISTRICT Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the DISTRICT. And all bidders, proposers, consultants, and contractors are required to disclose the name of any DISTRICT employee who owns, directly or indirectly, any interest in the CONTRACTOR's business. Such disclosures will be in accordance with current DISTRICT policies, but will include, at a minimum, the name of the former DISTRICT employee, a list of the positions the employee held in the last two (2) years of his or her employment with the DISTRICT, and the dates the employee held those positions. By its signature of the Agreement, CONTRACTOR certifies to the DISTRICT that there are no names to disclose to the DISTRICT pursuant to this section.

30. Jessica Lunsford Act. All DISTRICT and CONTRACTOR employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by the DISTRICT (including, compliance with sections 1012.315, 1012.465 and 1012.467, Florida Statutes). Any non-DISTRICT personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at CONTRACTOR's expense. CONTRACTOR shall not permit persons to provide services to student under this Agreement if any such person does not meet the standards under Florida law and the DCSB hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

31. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either party is prevented due to acts of God or any other cause beyond its reasonable control, then such party shall not be responsible to the other party for failure or delay in performance of its obligations under this Agreement if the such party provides the other party written notice of the event causing the delay, the detailed impact to this Agreement and the Parties jointly agree to a written modification of this Agreement constituting a mutual benefit to the Parties.

32. Publicity. CONTRACTOR shall not use the DISTRICT's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the DISTRICT's prior written approval. CONTRACTOR shall not host or stage events at DISTRICT locations without receiving prior approval by the DISTRICT contract administrator.

33. Order of Preference. This Agreement's documents consist of the expressly written Agreement, **Exhibit A** (the RFP, collectively consisting of RFP No.18-23/TW, Addendum No.1 dated January 17, 2023, CONTRACTOR's Response to RFP No.18-23/TW dated January 19, 2023, and), **Exhibit B and B-1** (the Composite of Federal Regulation Statements), **Exhibit C and Exhibits C-1 and C-2** (CONTRACTOR'S submitted Insurance Requirements), and the CONTRACTOR'S Fee Schedule dated 2/2/2023 (**Exhibit D**). In the event of a conflict or ambiguity within this Agreement, then precedence shall be given in the following order: this Agreement as expressly written, the Addendum No.1 dated January 17, 2023, the RFP No. 18/23/TW, and then lastly the CONTRACTOR'S Response to RFP No.18-23/TW dated January 19, 2023.

34. Facsimile and Scanned Signatures. This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

35. Entire Agreement. This Agreement represents the entire agreement between the Parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

[*Signatures on next page*]

IN WITNESS WHEREOF the undersigned have executed this Agreement as noted below.

UNIVERSAL ENGINEERING SCIENCES, LLC

By:_____
Robert Mixson, Department Manager

ATTEST:

By:_____
Dr. Diana Greene,
Superintendent of Schools
and Ex-Officio Secretary
to the Board

Form Approved:

By:_____
Office of General Counsel

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By:_____
Dr. Kelly G. Coker, Chair

Approved by the Board: March 7, 2023

EXHIBIT A

RFP 18-23/TW

(i.e., RFP No. 18-23/TW, Addendum No. 1 dated January 17, 2023, and CONTRACTOR's Response to RFP No.18-23/TW dated January 19, 2023 (collectively referred to and incorporated herein as the "RFP 18-23/TW" attached as **Exhibit A)**

(Attached following this page)

REQUEST FOR PROPOSALS (RFP)

RFP NO. 18-23/TW

Commercial Building Code Inspection Services

DUVAL COUNTY
PUBLIC SCHOOLS

RFP Release Date:	December 15, 2022
Deadline for Written Questions:	January 12, 2023, 4:00 p.m. (EDT)
Proposals Opened:	January 19, 2023, 2:00 p.m. (EDT)
Committee Evaluation:	January 26, 2023
Presentations:	February 2, 2023 (if deemed necessary)
Board Award:	March or April 2023

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
1701 Prudential Drive
Jacksonville, Florida 32207

ATTACHMENT A

Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207-3235

Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207-3235

www.duvalschools.org
PHONE: (904) 390-2000
TDD: (904) 390-2898

PH: (904) 858-4848
FAX: (904 858-4868

Request for Proposals (RFP)
Required Response Form

COMMERCIAL BUILDING CODE INSPECTION SERVICES
RFP No.18-23/TW

This response must be submitted to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Jacksonville, FL 32207, no later than 2:00 p.m. EDT on January 19, 2023 and plainly marked RFP No.18-23/TW. Responses are due and will be opened at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): _____

ADDRESS: _____

CITY, STATE & ZIP CODE: _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

VENDOR TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. A signature is required.

ITEMS TO BE RETURNED WITH PROPOSAL

1. Required Response Form – Attachment A Page 1 of 27 (signature required)
2. Response Format and Evaluation Criteria
3. Office of Economic Opportunity (OEO) Proposed Schedule of Participation – Attachment C
4. Price Proposal Sheet – Attachment D

Note: In accordance with section 4.3, please submit proposal as follows:

1. One (1) signed original
2. Three (3) USB Flash Drives in .pdf format

Proposals to be delivered to:

1701 Prudential Drive

Suite 322

Jacksonville, Florida 32207

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2.0 District Objectives/Scope of Services Summary
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ATTACHMENTS:

A. Required Response Form – Page 1 of 27

B-1 Standard Operating Procedure for Private Providers and Forms

B-2 Additional Terms and Conditions

C. Office of Economic Opportunity Proposed Schedule of Participation

D. Price Proposal Sheet

EXHIBITS:

1. Location Rating Table
2. Committee Evaluation Worksheet
3. Composite Federal Forms
4. Truth in Negotiation Statement (Sealed and Notarized)

DUVAL COUNTY PUBLIC SCHOOLS

RFP: COMMERCIAL BUILDING CODE INSPECTION SERVICES
RFP No. 18-23/TW

1.0 INTRODUCTION:

1.1 Purpose:

The purpose and intent of this Request for Proposals ("RFP") is to seek proposals from interested, available, and qualified firms to provide Commercial Building Code Inspection and Plan Review Services on an as needed basis by State of Florida licensed Inspectors and Plan Reviewers including but not limited to; Plan Review, Permitting and Inspection for the following; Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc. DCPS is seeking to create a pool of CONTRACTOR's capable of providing these services as the Master Facilities Plan continues to expand in the number of active projects. An agreement will then be entered into for the selected firms ("CONTRACTOR") to provide the described services for Duval County Public Schools ("DCPS", "DISTRICT" or the "OWNER"). For additional information on the Master Facilities Plan, please visit; https://dcps.duvalschools.org/Page/29838

1.2 General Information about District Schools:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District is coterminous with Duval County, which covers 850 square miles and operates 170 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

The District serves approximately 128,000 students (the student population changes annually). At 99 elementary schools, 3 grades K-6 schools, 2 grades K-8 schools, 24 middle schools, 2 grades 6-12 schools, 19 high schools, 6 exceptional student centers, 1 virtual school, 7 alternative schools, 33 charter schools, and additional administrative facilities.

1.3 The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State and Federal laws and regulations, State Board of Education Rules, and School Board policies.

1.4 The selected CONTRACTOR(s) will be required to execute a standard form contract as adopted by DCPS, within seventy-two (72) hours from receipt for use with this contract for services.

1.5 The CONTRACTOR's submitting are requested to propose a core team to perform the required services. This core team will be the basis for Office of Economic Opportunity (OEO) and other scoring requirements.

1.6 All potential CONTRACTORs are to read, understand and accept the requirements of this RFP. All CONTRACTORs shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal the cost of all items required by the RFP. If a Contractor observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the CONTRACTOR shall promptly notify the

appropriate contact listed herein and the necessary changes shall be accomplished by addendum.

1.7 Contract Administration: The administration of this Contract and the associated projects are a function of the District's Building Code Enforcement Department. All post-award communications shall be directed to the Building Official. For more information about the District, please visit www.duvalschools.org

1.8 Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite **Attachment H: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.**

2.0 DISTRICT OBJECTIVES/SCOPE OF SERVICES SUMMARY:

The Duval County Public School's (DCPS) Master Facility Plan (MFP) includes new building construction, remodeling, renovation, erection, repair, addition, alteration, deferred maintenance and demolition projects on various schools located throughout Duval County. The purpose of this solicitation is to award a pool of qualified vendors for Commercial Building Code Inspection and Review Services to support DCPS's Code Enforcement Department in providing plan review and inspection services to ensure compliance with the DCPS Design Guidelines, Florida Building Code (FBC), Florida Fire Prevention Code (FFPC) and applicable statutes and rules. The building code inspectors and plan reviewers responsibilities will be performed under the direction of the Building Code Administrator or Building Official and must comply with Alternative Plans Review and Inspection Requirements, Florida Statute 553.791, Standard Operating Procedures for Private Providers.

DCPS intends to negotiate and establish standard rates for the items identified in the bid price sheet in **Attachment D, Items 1 through 4**. DCPS will monitor equal distribution of the work based on the dollar volume of each project.

2.0.1 CONTRACTOR will provide Commercial Building Code Inspection and Review Services on an as needed basis. Commercial Building Code Inspection Services shall consist of, but not limited to the following:

Florida Building Code Plan Review and Inspections

Florida Fire Prevention Code Plan Review and Inspections

State Requirements for Educational Facilities (SREF) reviews and inspections

Reviews and inspections of conformance with various Board, State and other code requirements

2.0.2 Services shall be provided by appropriately licensed Inspectors and Plan Reviewers.

2.1 RELATED SERVICES: When DCPS requires related Commercial Inspection and/or Plan Review Services that are not a part of the Scope of Services herein, DCPS may, at its sole discretion, elect to negotiate with the CONTRACTOR(s) to procure those services from the CONTRACTOR(s) in accordance with this contract or may elect to procure elsewhere. If DCPS elects to procure the service(s) from a CONTRACTOR, a separate activation, purchase order or contract will be issued.

2.2 CONTRACT TERM:

DCPS shall select CONTRACTOR(s) to provide Commercial Building Code Inspection and Review Services for one (1) year commencing from date of award and executed contract (subject, however, to availability of lawfully appropriated funds for each District fiscal year). The Contract may thereafter be renewed for four (4) additional one (1) year periods, upon the consent and agreement of both parties.

2.3 ESCALATION PROVISIONS:

CONTRACTOR(s) may request an increase in contract pricing at each renewal period based on the following:
Increase shall be the rate of inflation as determined by the applicable Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics (BLS), or any successor or substitute index appropriately adjusted from the commencement of the initial term of the contract to commencement of each extension period **not to exceed 3%**. The index to be used for this calculation shall be based on the month immediately preceding the most recent published CPI on the BLS website and approved only at contract renewal. The CONTRACTOR(s) must request the increase in writing prior to the renewal of the contract. If an agreement cannot be reached regarding CPI upon renewal, DCPS may, in its sole discretion, terminate the agreement. The escalation provision applies to Base Contract amount and all bid items. CONTRACTOR's performance may affect DCPS's approval of any proposed escalation.

2.4 The awarded pool of CONTRACTOR's may exceed DCPS's current needs based on active projects. As the program grows, additional firms from the pool may see an increase in workload. (See Article 5, 5.0).

3.0 EX PARTE COMMUNICATION:

Ex parte communication, whether verbal or written, by any potential Respondent or Representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents' proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District's existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

4.0 PREPARATION AND SUBMISSION REQUIREMENTS:

4.1 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

4.2 **All proposals must be received no later than 2:00 p.m. (EDT), on January 19, 2023** Official time for the purpose of RFP opening will be calibrated using: http://www.timeanddate.com/worldclock/results.html?query=jacksonville. If a proposal is transmitted by US Mail or other delivery medium, the Proposers(s) will be responsible for its timely delivery to **Purchasing Services, 1701 Prudential Drive, Jacksonville FL 32207.** Any proposal received after the stated time and date or at any other location will not be considered.

4.3 **One signed original, and three (3) copies on USB Flash Drive. (3 USB Flash Drives to be submitted)** of the complete proposal must be sealed and clearly labeled **"REQUEST FOR PROPOSAL: "COMMERCIAL BUILDING CODE INSPECTION SERVICES"** on the outside of the package. The legal name, address, Proposers' contact person, and telephone number must also be clearly annotated on the outside of the package.

The signed original shall be marked as "ORIGINAL." Once accepted, all original proposals and any

copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Proposer(s).

Any corrections of unit prices must be by lineouts of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

NOTE: It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. The original document will be used **solely** for official record keeping purposes.

4.4 Potential Proposers shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions, or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Any questions or requests for clarification regarding this RFP shall be submitted to Terrence Wright, Purchasing Services in writing via e-mail at wrightt@duvalschools.org. The deadline for such questions or requests will be 4:00 p.m., EDT on Thursday, January 12, 2023, **unless otherwise extended in writing by the District.** Questions or requests for clarification received after the deadline will NOT be addressed. Note that Proposers are requested to submit questions regarding this RFP for the District's clarification via issued Addenda, instead of Proposer's taking exceptions to any terms or conditions of this RFP within the submitted proposal.

4.5 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP. Concurrent with the delivery of the Proposer's proposal, the Proposer shall also irrevocably deliver a completed and properly signed **Attachment A**. Upon completion of the award process and within three (3) business days of the School Board's completion of the award process at its duly called meeting the required insurance certificate must be delivered. (see Section 16.0 of this RFP).

5.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve him or her from any obligations with respect to the proposal and/or future quotes.

6.0 TIME SCHEDULE:

The District will attempt to adhere to the following time schedule:

Thursday, December 15, 2022, RFP Release
Thursday, January 12, 2023, at 4:00 p.m. (EDT) Deadline for Questions
Thursday, January 19, 2023, at 2:00 p.m. (EDT) Proposal Opening
Thursday, January 26, 2023, Committee Evaluation
Thursday, February 2, 2023, Presentations (if deemed necessary)
March or April 2023 Board Award

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

7.0 DISTRICT'S RIGHTS AND RESERVATIONS:

A. The District reserves the right to accept or reject any or all proposals.

B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

E. The District reserves the right to: (1) accept the proposals of any or all of the items it deems,at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposers. If an agreement cannot be reached with the highest rated Proposers, the District reserves the right to discontinue negotiations and to negotiate and recommend award to the next highest ranked Proposers or subsequent Proposer(s) until an agreement is reached.

G. The District reserves the right to require presentations/interviews with the highest ranked respondents. If presentations/interviews are deemed necessary, the District will notify the affected respondents by email not later than seven business days prior to their respective scheduled presentation/interview.

8.0 <u>RESPONSE FORMAT AND EVALUATION CRITERIA – TOTAL = 100 POINTS (B THRU F):</u>

Tab	Required Response Format
1	**Executive Summary/Cover Letter and Addendum Acknowledgement**
2	**Qualifying Documents** • **Proof of Licenses** • **Proof of Insurance** • **Federal Regulatory Compliance Statement** • **Drug Free Workplace Certification** • **Certification Regarding Debarment, Suspension, and Other Responsibility Matters** • **Non-collusion Affidavit.**
3	**Attachment A – RFP Required Response Form**
4	**Attachment C – Office of Economic Opportunity (OEO) Proposed Schedule of Participation**
5	**Attachment D – Price Proposal Sheet**
6	**Response Narratives** • **MapQuest or other visual map (see section 8.0 (B))** • **Experience and References** • **Organization, Key Personnel, Resumes and License(s)**

	• **Firm's Capabilities and Approach to Services**

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Include all information in your proposal**. Proposers are strongly encouraged to provide tab separations for each item. Proposals received which do not address ALL items and sub-items listed in this section, or that are not executed by a duly authorized officer of the proposing firm may be considered nonresponsive.**

A. Required Response (**Attachment A**) Form, submit with all required information completed and all signatures as specified. No points are assigned to this required item.

B. **LOCATION:** (10 points)

The location (MapQuest or other visual map) of the proposer's home office, office where the majority of work will be performed, and any mitigation plans to accommodate effective performance of the contract requirements will be rated as outlined in **Exhibit 1**. A grading range of 1-10 is used. (To be determined by formula)

C. **EXPERIENCE AND REFERENCES:** (20 points) Provide the following general information about your firm:

1. List a minimum of three (3) contracts providing similar services during the past five (5) years. Include names, titles, phone numbers and valid email addresses. Provide a brief outline of each contract with information regarding services performed and any other information deemed relevant.

2. List any contracts which have been terminated early or upon renewal within the past five (5) years. Explain the reason for early termination or non-renewal and include contact names, titles, phone numbers and email addresses.

3. Provide a brief description of all lawsuits that are pending and/or filed against the proposer over the last five (5) years or any disciplinary action taken against the proposer.

4. Provide information on any legal or regulatory violations, pending, current or previous investigations by any regulatory agencies the firm has been involved with in the last five (5) years.

D. **ORGANIZATION, KEY PERSONNEL, RESUMES AND LICENSE(S):** (15 points) Provide an organizational chart and identify the management and office support team that will be responsible for providing the required services and define the role of each member. Detailed resumes are required for the primary account manager, plan reviewers, inspectors and other key personnel who will be assigned to the District account. Provide copies of Plan Reviewers and Inspectors Board Licenses(s) issued by the Florida Department of Business and Professional Regulations, of the individual(s) responsible for providing Plan Review and Inspection Services. General information is required for management/administrative personnel at the regional and corporate levels (if applicable). Indicate the primary point of contact at the local office responsible for the operation of the overall program and for field inquiries. Due to phased additions of personnel based on active construction projects, provide current availability and future availability of all personnel proposed each year for the following two (2) years;

- March 2023 – 2024
- March 2024 - 2025

Describe any potential conflicts of interest your firm may have in the management of this account.

E. **FIRM'S CAPABILITIES AND APPROACH TO SERVICES**: (30 points) Provide a narrative which profiles the background, experience, business philosophy and qualifications of the responding firm. Discuss the approach and software to be used in providing all of the services. The role of your

management team in communicating/coordinating effectively with DCPS staff and others involved with this contract.

F. **COMMERCIAL BUILDING CODE INSPECTION SERVICES PRICE PROPOSAL SHEET:** (25 points) Complete and submit **Attachment D** – Commercial Building Code Inspection Services Price Proposal to meet proposal requirements. No bidder will be allowed to offer more than one price on each item. If said bidder should submit more than one price on any item, all prices for that item will be rejected at the discretion of the Executive Director, (Office of Facilities Engineering Design and Construction).

G. **INTERVIEWS:** (30 Points)
Interviews: Only those Proposers selected by the Committee to provide presentations/interviews will be eligible for points in this category, and the points awarded by the Committee will be in addition to points assigned in all other Evaluation Criteria. Once the Committee prepares a subtotal of the scores for the Evaluation Criteria in subsection 8.0 above, the Committee will determine if presentations/interviews are necessary with the top ranked firms. The Committee will decide, in its sole and absolute discretion, the number of top ranked firms to interview. The Proposers selected for the interviews under this section shall be notified in writing and shall be prepared to make its presentation to the Committee according to the schedule in section 6.0 above. The Committee will determine a uniform set of parameters and information to be presented by the Proposer's that are selected.

9.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time.
An Evaluation Committee will convene, review, and evaluate all proposals submitted based on the factors set forth in the RFP. The Proposer's complete response will be reviewed and evaluated by the Evaluation Committee.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers. Note section 4.4 above, where Proposers are requested to submit questions during the addendum process instead of taking exceptions within the proposal to the terms and conditions in this RFP.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

A recommendation agenda item will be submitted to the Superintendent of Schools, Duval County, Florida. The Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

10.0 REPLACEMENT OF CONSULANTS'S STAFF:

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes and copies of Board License(s) of replacement management "key" personnel must be submitted to the District's OFEDC department for approval.

11.0 CANCELLATION OF AWARD/TERMINATION:

11.1 Cause:

In the event the Contractor, either willfully or unintentionally violates any of the provisions of the Contract, the Superintendent or designee shall give written notice stating the deficiencies.

The Contractor shall provide to the District its action plan within two (2) business days after the District's

notification, and the Contractor shall have ten (10) business days after the District's initial notice to complete the cure set forth in its action plan.

11.2 Convenience:

The District reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving no less than sixty (60) calendar days prior written notice.

If said Contract should be terminated for convenience as provided herein, the District shall be relievedof all obligations under said Contract. Access to any and all work papers will be provided to the District after the termination of the Contract.

The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District's payments to the Contractor forms the consideration for the District's termination for convenience not being available to Contractor. In the event of the District's termination of the Contract, the District (in its sole election) may also require the Contractor to provide the transition assistance as set forth in Section 11.6 of this RFP.

11.3 Breach of contract resulting in termination of the Contractor for cause may result in the Contractor being debarred from future solicitations pursuant to School Board Policy 7.70.

11.4 FORCE MAJEURE: Whenever the Contractor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the Contractor to promptly send written notice to the District's Director of PurchasingServices, as to the extent of this disruption and its probable effect upon this Contract. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the Contract in whole orin part, or cancel all or any portion of the Contract. The Contractor will be given written notification of all decisions made. The decision of the District shall be final, and the District's objective will be a solution that is mutually beneficial.

11.5 Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Contract may be terminated bythe District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the Districtin the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

11.6 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District's sole andunilateral election) on the same terms and conditions set forth in the Contract (the "Transition Assistance"). The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District.

12.0 DEFAULT:

In the event that the Contractor breaches the Contract, the District reserves the right to seek any and all remedies in law and/or in equity.

13.0 LEGAL REQUIREMENTS:

13.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District,

concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the Agreement by this reference, and which are attached as composite **Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.**

13.2 Non-Discrimination: Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, religion, gender or gender identity / expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable laws, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individuals shall, solely by reason of his / her actual or perceived identity with regard to race color, religion, gender or gender identity / expression, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, pregnancy, veteran status, any other protected status under applicable laws, or any other distinguishing physical or personality characteristics, be denied the benefits of, or being subjected to discrimination, or be denied access and services, under any provision of the Agreement.

13.3 Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-**507; the Americans with** Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

13.4 JESSICA LUNSFORD ACT:

The Contractor shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005 (if applicable). The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional Contractors when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, Contractors shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the Contractor. The Contractor shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the Contractor / Contractor's employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F.S.

13.5 Other Legal Requirements. All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.

13.6 Representations and Warranties.

13.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its

performance under this RFP and the resulting Contract whether or not such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

13.6.2 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time.

13.6.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance

13.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

13.6.5 Contractor shall not use the District's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District's prior written approval. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

13.7 Miscellaneous. The Contract to be awarded pursuant to this RFP shall be further governed by the following:

13.7.1 This RFP and any Contract resulting therefrom shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

13.7.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

13.7.3 Except for the provisions requiring Contractor to pay the District's reasonable attorneys' fees and costs for any matter arising under Section 18 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys' fees and costs.

13.7.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

13.7.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the execution of the Contract by the District nor any other conduct, action or inaction of any District representative relating to the Contract is a waiver of sovereign immunity by the District.

13.7.6 The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

13.7.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

13.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

13.7.9 The Contract is entered into solely between, and may be enforced only by, the District and the

Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

13.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

13.7.11 The provisions in this RFP and all contract documents, which by their nature are intended to survive the expiration, cancellation or termination of the Contract, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Contract.

13.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

13.7.13 Time shall be of the essence as to all provisions of the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

13.7.14 Every notice, approval, consent or other communication authorized or required by the Contract awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or directed to the Contractor as established promptly after the award of the Contract pursuant to this RFP. Either party may change the address by written notice to the other party from time to time in accordance herewith:

If to District:	With copy to:
The School Board of Duval County, Florida 1701 Prudential Drive Jacksonville, Florida 32207 Phone: (904) 390-2115 Attn: Superintendent	Office of Legal Services Attn: Chief 1701 Prudential Drive, Room 653 Jacksonville, FL 32207 Phone: (904) 390-2111

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Contract, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

13.7.15 Gratuities and Kickbacks. Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract,

money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

13.7.16 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

First, to any executed Contract resulting from the award of this RFP;

Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence;

Third, the RFP, and

Last, the awardee's Proposal.

13.7.17 The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any Penalty for delay in payment shall be in accordance with applicable law. No payment shall be made for travel.

Each payment obligation of the District created by the agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

13.7.18 Employment Eligibility Pursuant to the provisions of Section 448.095, Florida Statues, the parties agree to the following: for purpose of this section, the term "contract" includes this Agreement and any contract between the Contractor and any of Contractor's subcontractor(s):

1. Beginning January 1, 2021, the District, the contractor, and any of the Contractor's subcontractor(s) shall register with the use of E-Verify system to verify the work authorization status of all newly hired employees. The district, the Contractor and the Contractor's subcontractor(s) may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the

Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

a. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

b. 1) The District, the Contractor, or any of the Contractor's subcontractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated s.448.09(1), Florida Statutes, shall terminate the contract with the person or entity.

2) If the District has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, then the District shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3) A contract terminated under subparagraph 1. Or subparagraph 2. Is not a breach of contract and may not be considered as such.

3. The District, Contractor, or any of Contractor's subcontractor(s) may file an action with a circuit or county court to challenge a termination under this section no later than 20 calendar days after the date on which the contract was terminated.

4. If the District terminates the agreement with Contractor under this section, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Agreement was terminated.

5. The Contractor is liable for any additional costs incurred by the district as a result of the termination of the contract.

13.7.19 Disclosure of Employment of Former District Employees. Pursuant to District Policy, all bidders, proposers, CONTRACTORs, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, CONTRACTORs, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Agreement, Contractor certifies to the District that there are no names to disclose to the District pursuant to this section.

14.0 FEDERAL AND STATE TAX:

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State, and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

Tangible taxes: The District is exempt from Federal and State taxes for tangible personal property. The Contractor's doing business with the District shall not exempt Contractor from paying sales tax toits suppliers for materials to fulfill contractual obligations with the District, nor shall Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

15.0 CONFLICT OF INTEREST:

15.1 Pursuant to the District's Policy, all proposers and Contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the proposer or contractor in any capacity related to procurement of services under this RFP, and who within the last two (2) years, have been or are employees of the District. And all proposers and contractors are

required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District's employee,a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates they held those positions. By its signature of the Agreement, the Contractor shall certify to the District that there are no names to disclose to the District pursuant to this section,unless Contractor provided the names when Contractor Submitted its response to the RFP.

15.2 Non-Collusion Statement / Public Domain

I, the Proposer, attests that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other Proposers in the preparation of this proposal in orderto gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

16.0 INSURANCE REQUIREMENTS:

A. Without limiting any of the other obligations or liabilities of the vendor/contractor, the vendor/contractor shall, at its sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. **Workers' Compensation/Employers Liability**: The Workers' Compensation and Employers' Liability insurance provided by the vendor/contractor shall conform to the requirements set forth herein.

   (a) The vendor/contractor insurance, or self-insurance, shall cover thevendor/contractor (and to the extent its Subcontractors and Sub- subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by thelatest edition of the standard Workers' Compensation policy, as filed foruse in the State of Florida by the National Council on CompensationInsurance (NCCI), without any restrictive endorsements other than theFlorida 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 shall be included for the Federal Employers' Liability Act and any other applicable federal or state law.

   (b) The policy must be endorsed to waive, or for self-insurance the Contractor hereby agrees to waive, the insurer's right to subrogate against the District,and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

   (c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act orany other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or

excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

2. **Commercial General Liability**. The Commercial General Liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

   (a) The vendor/contractor's insurance shall cover those sources of liabilitywhich would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

      (i) The coverage shall not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse, or Sexual misconduct.

      (ii) The coverage shall include explosion, collapse, and underground hazards (XCU Coverage).

   (b) The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$2,000,000	Personal and Advertising Injury
$2,000,000	Each Occurrence

   (c) The vendor/contractor shall include the Duval County Public Schools Code Enforcement, Duval County, Florida, and its members, officials, officers, and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lesseesor Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

   (d) The vendor/contractor shall pay on behalf of the School Board of Duval County, Florida, or its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the SchoolBoard of Duval County, Florida, or its member, official, officer or employee for which the School Board of Duval County, Florida or its member, official, officer or employee is insured as an additional insured.

3. **Business Auto Liability.** The automobile liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

   (a) The vendor/contractor's insurance shall cover the vendor/contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned

and hired autos used in connection with this Agreement.

(b) The School Board of Duval County, Florida, and its members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. **Professional Liability/Errors and Omissions.** The professional liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall be on a form acceptable to the District and shall apply to those claims which arise out of Services performed by or on behalf of the vendor/contractor pursuant to this Agreement.

b. If the insurance maintained by the vendor/contractor also applies to services other than Services under this Agreement, the minimum limits of insurance maintained by the vendor/contractor shall not be less than $2,000,000 per claim and $4,000,000 annual aggregate. If the insurance maintained by the vendor/contractor is project specific and does not apply to any claims arising out of services other than Services under this Agreement, the minimum limits of insurance maintained by the vendor/contractor shall not be less than $2,000,000 per claim and $4,000,000 annual aggregate.

c. Except as otherwise specifically authorized in this Agreement, the insurance may be subject to a deductible not to exceed $50,000 per claim.

d. The vendor/contractor shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the vendor/contractor or the insurer within ten (10) years after the expiration or termination of this Agreement.

5. Electronic Data Processing Special Form Property Insurance on equipment, data, media, and valuable papers, including extra expense coverage, with a minimum limit adequate to cover such risks on a replacement cost basis.

ii) EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The vendor/contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the vendor/contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the School Board of Duval County, Florida, identify this Agreement. If project specific insurance is provided under professional liability, the

ACCORD form must indicate this in the additional comments section, or a copy of the policy must be provided to DCPS. In addition, all required policies shall be endorsed to provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. Alternatively, the vendor/contractor can provide the District with an original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the vendor/contractor as set forth in this Agreement, the vendor/contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the vendor/contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The vendor/contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by this Agreement for the vendor/contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or

b. An eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements as soon as the vendor/contractor has knowledge of any such failure; the vendor/contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the vendor/contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the vendor/contractor shall be in default of this Agreement.

4. **Primary and Non-Contributory**. The insurance provided by the vendor/contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the School Board of Duval County, Florida, and its member, official, officer or employee.

5. **Additional Remedy**. Compliance with the insurance requirements of this Agreement shall not limit the liability of the vendor/contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the School Board of Duval County, Florida, or its members, officials, officers, or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

D. **District Approval**: Neither approval by the District nor failure to disapprove the insurance furnished by the vendor/contractor shall relieve the vendor/contractor of the vendor/contractor's full responsibility to provide the insurance as required by this agreement.

17.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:

17.1 The Contractor shall indemnify and hold harmless the School Board of Duval County, Florida, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement.

17.2 Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article, or work manufactured or used in the performance of the Agreement, including its use by the District. If contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District andits successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright ortrademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with anyof the foregoing.

17.3 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

17.4 Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the contract.

17.5 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

17.6 This article will survive the termination of the Contract.

18.0 PUBLIC RECORDS LAW:

A. Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any personand in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received orgenerated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with

Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

B. Keep and maintain public records required by the District in order to perform the service.

C. Upon request from the District's custodian of public records, provide the District with a copy ofthe requested records or allow the records to be inspected or copied within a reasonable timeat a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

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

If contractor has questions regarding the application of chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to the agreement, contact the custodian of public records (the district's contract administrator) at the address and phone number below.

Byron Page – pageB1@duvalschools.org – (904) 390-2498

19.0 PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and

ordinances without additional cost to the District. Some examples may include –but are not limited to: Florida incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

20.0 PUBLIC ENTITY CRIMES:

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

20.2 The Proposer certifies by submission of this proposal, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) businessdays of the award of the Contract.

21.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

21.1 The Contract or agreement is personal to the parties herein and may not be assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in theProposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

21.2 The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

22.0 AGREEMENT:

A contract, which shall include the terms and conditions set forth in this RFP, may be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

23.0 DISPUTE (SOLICITATION OR AWARD):

A. This section implements section 12.57(3), Florida Statutes and Chapter 28-110, Florida Administrative Code.

a) School District's Notice of Decision or Intended Decision. Pursuant to section 120.57(3), Florida Statutes, the Director of Purchasing shall post notice of a Decision of Intended Decision concerning a solicitation or contract award arising out of the contract solicitation or award process by electronic posting. "Electronic posting" or "electronically post" means noticing of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated for this purpose. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security, as may be required by law, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

b) Notice of Protest. In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school district's Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed with the Agency Clerk in writing within seventy-two (72) hours after the posting of the solicitation.

i. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision.

ii. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under this section and section 120.57(3), Florida Statutes.

iii. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision.

c) Formal Written Protest. The protester shall file a formal written protest with the Agency Clerk with in ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under this Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

i. The formal written protest shall:

A. State with particularity the facts and law upon which the protest is based;

B. Contain all the information specified in Rule 28-106.201(2), Florida Administrative Code and Rule 28-106.301(2), Florida Administrative Code; and

C. Be substantially in the form of a petition set forth in Rule 28-110.004(2), Florida Administrative Code, naming "the School Board of Duval County, Florida" as the Respondent.

ii. Pursuant to Rule 28-110.004(1), Florida Administrative Code, if the formal written protest is filed in proper form within the seventy-two (72) hour period for filing a notice of protest, the formal written protest will also constitute the notice of protest, and all time limits applicable to a notice of protest are waived and the time limits relative to formal written protests shall apply.

iii. Posting the Bond. The party protesting the bid specification or recommended award shall be required to post a bond in a form consistent with Rule 28-110.005(2), Florida Administrative Code and timely submit that bond to the School District Purchasing Department.

iv. Bond: Commodities (Other than Lease of Space) and Contractual Services (Including Professional Services and Insurance). Any person who files and action protesting a Decision or Intended Decision pertaining to a solicitation or contract award shall post with the Director of Purchasing, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida, payable to "The School Board of Duval County, Florida" in an amount equal to one percent (1%) of the School District's estimate of the dollar value of the proposed contract.

A. The School District shall provide the estimated contract amount to the protester with seventy-two (72) hours (excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed) after the filing of notice of protest. The estimated contract amount is not subject to protest under this Policy or section 120.57(3), Florida Statutes. This information may be provided as part of the Decision or Intended Decision documents. In lieu of a bond, the Director of Purchasing may accept a cashier's check, official bank check, or money order in the amount of the bond.

B. The bond shall be conditioned upon the payment of all costs and charges which may be adjudged against the protest in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

C. If, after completion of the administrative hearing process and any appellate court proceedings, the School Board prevails, it shall be entitled to recover all costs and charges which are included in the final order or judgement, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the Decision or Intended Decision or contract award, the bond, cashier's check, official bank check, or money order shall be returned to the protestor. If, after the completion of the administrative hearing process and any appellate court proceedings, the protestor prevails, the protestor may recover from the School Board the costs and charges which are included in the final order or judgment, excluding attorney's fees.

v. Bond: Construction Purchasing. Protesters regarding competitive procurement related to educational facilities shall be required to post a bond in the amount specified in section 255.0516, Florida Statutes, which also governs recovery of fees and costs including attorney's fees. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, protesters shall post a bond in the amount of one percent (1%) of the School District's estimate of the dollar value of the proposed contract or $5,000, whichever is greater.

d) Staying the Procurement Process. Upon timely receipt of the formal written protest, the solicitation or contract award process shall be stopped until the subject of the protest is resolved by final agency action, unless the Director of Purchasing sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

e) Informal Resolution Meeting. The Director of Purchasing shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days (excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed) of receipt of the formal written protest. All affected parties shall be notified of the notice of protest.

f) Hearing. If the protest is not resolved by mutual agreement within seven (7) days (excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed) after receipt of the formal written protest: and

A. If there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to section 120.57(2), Florida Statutes and applicable Board Policies, and may be conducted before a hearing officer designated by the Superintendent; or

B. If there is a disputed issue of material fact, as determined by the Agency Clerk, in accordance with section 120.569, Florida Statutes, the protest shall be referred within fifteen (15) days after the Agency Clerk receives the Formal Written Protest to the Division of Administrative Hearings for a formal hearing under section 120.57(1), Florida Statutes.

ii. As stated in section 120.57(3)(f), Florida Statutes, the burden of proof shall rest with the party protesting the proposed agency action.

A. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review shall be whether the School Board's intended action is illegal, or fraudulent.

B. In competitive-procurement protests other than those contesting an intended agency action to reject all bids, proposals, or replies, the hearing office or administrative law judge will conduct a de novo proceeding to determine whether the School Board's proposed action is contrary to the governing statutes, the School Board's Policies, or the solicitation documents. the standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous contrary to competition, arbitrary, or capricious.

24.0 DISCLAIMER:

Except as expressly set forth in this RFP, all figures presented herein (i.e., square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

25.0 OFFICE OF ECONOMIC OPPORTUNITY (OEO) ENCOURAGEMENT:

The District encourages a maximum participation of SBEs and M/WBEs in its contract awards, based upon availability. The District ensures that private companies doing business with the District are not discriminated against in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex, or national origin.

The awarded Contractor shall submit to the Office of Economic Opportunity a *Quarterly OEO Utilization Report* stating the quarterly activity with certified SBEs and MBEs (Attachment C). The report shallinclude the name of the company(s), the product(s) or service(s) purchased and the amount. If there is no activity to report for the quarter, the Company shall submit a Good Faith Efforts Statement.

ATTACHMENT B-1

STANDARD OPERATING PROCEDURE for PRIVATE PROVIDERS AND FORMS

Alternative Plans Review and Inspection Requirements

Florida Statute 553.791

8 PAGES (SEE ATTACHED)

DUVAL COUNTY
PUBLIC SCHOOLS

Code Enforcement

1701 Prudential Drive | Jacksonville, FL 32207
904.390.2165
www.duvalschools.org

Alternative Plans Review and Inspection Requirements

Florida Statute 553.791

STANDARD OPERATING PROCEDURE for PRIVATE PROVIDERS

Definitions [Florida Statute 553.791(1)]:

1. "Applicable codes" means the Florida Building Code but does not include the applicable minimum fire prevention and fire safety codes adopted pursuant to Chapter 633 F.S.
2. "Building code inspection services" means those services described in Florida Statute 468.603 (5) and (8) involving the review of building plans as well as those services involving the review of siteplans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.
3. "Duly authorized representative" means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under Chapter 471 F.S. or as an architect under Chapter 481 F.S. or whoholds a standard certificate under Part XII of Chapter 468 F.S.
4. "Local building official" means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.
5. "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:
   - The plans reviewed by the private provider.
   - The affidavit from the private provider required under FS 553.791(6).
   - Any other documents required by the Building Official to determine that the fee owner has secured all other government approvals required by law
6. "Plans" means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner's contractor to a private provider or duly authorized representative for review.
7. "Private provider" means a person licensed as a building code administrator (or building official) under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481.
8. "Request for certificate of occupancy or certificate of completion" means a properly completedand executed application for:
   - A certificate of occupancy or certificate of completion.
   - A certificate of compliance from the private provider required under subsection (11).
   - Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

General Information:

The use of a Private Provider is authorized by Florida Statute 553.791 under "Alternative Plans Review and Inspection." Florida Statute 553.791(15)(b) authorizes the local government to adopt a system of registration.

DCPS Code Enforcement requires that only the *forms* identified in this packet be used. No substitutionswill be accepted, unless authorized by the State of Florida Building Commission. Florida Building Commission required forms are attached after page 4 of 4.

Applications for permit by a Private Provider will not be accepted until approvals and permits are issued by all outside agencies known by the Building Official per the Florida Building Code, Administrative Section 105.3.3.

All Private Provider Firms must be registered with the DCPS Code Enforcement office prior to the application permit submittal.

All forms must be fully completed prior to the acceptance of the application for any permit.

Private Provider Registration:

DCPS Code Enforcement requires Private Providers to complete a one-time registration before commencing any work. The Private Provider is responsible for keeping registration records current. Registration documentation to be submitted for evaluation by the DCPS Building Official is as follows:

1. Copy of Private Provider agreement with fee owner stating services to be provided for a specific project or projects. NOTE: Private Provider shall not be the Designer or Engineer of Record, the Duly Authorized Representative, or the Contractor for the project per FS 553.791(3).
2. Private Provider Resume and copies of all Florida DBPR licenses under Chapter 471 F.S. as a Professional Engineer, under Chapter 481 F.S. as an Architect, or under Part XII of Chapter 468 F.S. as a Standard Building Code Administrator. NOTE: Private Providers with a Standard Building Code Inspector licensed under Part XII of Chapter 468 F.S. are only allowed per F.S. 553.791(i) for residential additions or alterations of 1000 square feet or less, which is notapplicable to DCPS projects.
3. Resumes and Employment affidavits (signed and notarized) for all Duly Authorized Representatives (DAR).
4. A copy of the Professional Licenses for each of the DAR personnel regulated by Florida Statutes Chapter 481 (Architects), Chapter 471 (Engineers), and Chapter 468, Part XII (Building Code Administrators and Inspectors).
5. Private Provider's Certificate of Professional Liability Insurance as required by FS 553.791(16) and naming Duval County Public Schools Code Enforcement as a Certificate Holder.
6. A Blank Original of the actual inspection report form to be used on the project for inspection by the DAR.

To be submitted with the initial Permit Application:

1. *Notice to Building Official of Use of Private Provider (Florida Building Commission Form #9B- 3.053-2002-1):*

This is the principal document required for the official election to use a Private Provider and willspecify if the Private Provider will perform the services of inspections only or whether the services will include plans reviews and inspections. This document must be accompanied by the Personnel Directory & Qualifications Statement and the Certificate of Insurance. Note: If a Private Provider performs the plans reviews, the Private Provider shall also perform the required inspections.

2. Personnel Directory & Qualifications Statement.

This document identifies all the Private Providers Duly Authorized Representatives (DAR) utilized on the specific project. It shall contain the numbers of the current licenses they hold to perform their specified type of work on the project, their contact phone number, emailaddress, the responsibility that the DAR will have for the specific project, a Qualification Statement, and a current resume for each DAR. This form is filled out for each of the DAR's of the Private Provider. This form is for the Building Official to keep as reference. Another similar form (Private Provider Jobsite Identification Form) will be kept at the job site. Every DAR (Inspector or Plans Examiner) shall be certified by the State of Florida.

3. Certificate of Insurance.

This certificate is provided by the Private Provider Insurance Carrier and must be submitted with each permit application. It is also submitted at the time of the initial registration with the Duval County Public Schools Code Enforcement Office. It must show coverage in the statutory amounts pursuant to F.S. 553.791(16) and must include Duval County Public Schools Code Enforcement as a certificate holder. Note: F.S. 553.791(16) does not limit the ability of a fee owner to require additional insurance or higher policy limits.

4. List of Inspections.

Private Provider's list of requested inspections organized by trade and including all trades, on a private provider letterhead, shall be signed and sealed by the Private Provider and signed by the Duly Authorized Representative (DAR), and shall be notarized.

5. *Private Provider Plan Compliance Affidavit (Florida Building Commission Form #9B-3.053-2002-02):*
   Private Provider shall submit the signed and sealed construction drawings accompanied by the "Plan Compliance Affidavit" as required by FS 553.791(6). This form is required, after the Private Provider has performed the required plan reviews and has approved those plans forcode compliance under the scope allowed by F.S. 553.791(6). (This form will not be required for jobs where the Private Provider is to perform Inspections only).

Note: The Building Official may require, at his or her discretion, the private provider to be usedfor both services (Plans Review and Jobsite Inspections) pursuant to Section 553.791(2)(a) Florida Statute.

Jobsite documentation:

1. *Private Provider Job Site Identification (Florida Building Commission Form #9B-3.053-2005-01):*

This is to identify each individual Duly Authorized Representative (DAR) involved. Form(s) for each DAR shall be kept on the jobsite in a log and shall be updated and kept current by the Private Provider. DCPS Code Enforcement may perform periodic jobsite visits at their discretionper FS 553.791(9). Form entries will be compared to inspections reports. Any new entries to the worksite log will need to be approved first by the Building Official. The inspection reports shall be submitted to the Building Official every two days, in accordance with FS 553.791(10) and atthe final inspection. Inspection reports must only be written by those previously approved inspectors.

Note: The Building Official or designee may visit the building site as often as necessary to verify that the "Private Provider" is performing all required inspections pursuant to Section 553.791(9) Florida Statute.

2. Inspection Reports.

The Private Provider shall submit to the Building Official for approval prior to the start of theproject, the form that will be supplied to the DAR for recording and logging the inspections.

The inspection reports must provide:

- The date the inspection was performed
- The permit number for the inspection
- The job address (School or Facility name and Number)
- The project title
- The Private Providers company contact information
- The Inspectors name, license number, & signature
- The inspection comments (including location/area of the inspection)
- The inspection results (Approved, Partial Approval, or Rejected)
- The corrections required (if corrections or further action is required).

Requirements prior to approval for Certificate of Completion or Certificate of Occupancy

1. Official Log for all Completed Inspections.

The official log will include all inspections reports performed by each Duly Authorized Representative (DAR), and must be organized by discipline (Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.), and include whether the inspection was approved or rejected. The log will also include the "Private Provider Job Site Identification Form" for all inspectors and any additional closing documents that pertain to the job.

a. If requesting a TCO:
   - An inspection report with pending items for final approval listed for each permitted trade
   - Inspections reports or approval letter from the designated Fire Prevention Authority indicating each floor, or all floors approved.

b. If requesting a Certificate of Completion:
   - The final inspection report for each trade, and all outside agencies approvals per theFBC.

c. If there are threshold or specialty inspections performed:
   - Threshold inspection reports
   - Final Threshold and building envelope Completion/Acceptance letter for thestructure from the Threshold Engineer
   - Threshold Inspection Final Approval Letter from the Private Provider
   - Inspection Reports from special inspectors
   - Shoring and reshoring reports
   - Welders Certifications
   - Specialty Inspector Inspection Final Approval Letter from specialty Engineer
   - Acceptance for the Specialty Inspections Final Letter from the Private Provider
   - Affidavit for TCO/CO from private provider for each trade.

2. Certificate of Compliance from the Private Provider.

This form shall be provided by the Private Provider and shall be signed, sealed & dated by the Professional in Charge of the Duly Authorized Representatives (DAR) as outlined in F.S. 553.791(11). The inspections that are required to be performed per Code requirements and per Official Construction Documents shall be affirmed by the designated Professional in Charge for the Private Provider Company.

Form # 9B-3.053-2002-01

Notice to Building Official of Use of Private Provider

Effective January 20, 2003
Revised July 1, 2021.

Project Name: _____

Parcel Tax ID: _____

Services to be provided: Plans Review Inspections

Note: If the notice applies to either private plan review or private inspection services the Building Official may require, at his or her discretion, the private provider be used for both services pursuant toSection 553.791(2) Florida Statute.

I _____, the fee owner, affirm I have entered into a contract with the Private Provider indicated below to conduct the services indicated above.

Private Provider Firm: _____

Private Provider: _____

Address: _____

Telephone:_____

Email Address:_____

Florida License, Registration or Certificate #: _____

I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building that is the subject of the enclosed permit application.

I understand the Building Official retains authority to review plans, make required inspections, and enforce the applicable codes within his or her charge pursuant to the standards established by s. 553.791, Florida Statutes. If I make any changes to the listed private providers or the services to be provided by those private providers, I shall, within 1 business day after any change, update this notice to reflect such changes. The building plans review and/or inspection services provided by the private provider is limited to building code compliance and does not include review for fire code, land use, environmental or other codes.

The following attachments are provided as required:

1. Qualification statements and/or resumes of the private provider and all duly authorized representatives.
2. Proof of insurance for professional and comprehensive liability in the amount of $1 million per occurrence relating to all services performed as a private provider, including tail coverage for a minimum of 5 years subsequent to the performance of building code inspection services.

Individual

Print Corporation Name

By:_____
(signature)
Print
Name:_____
Address:_____
_____
Telephone
No.:_____

Corporation

_____

By:_____
(signature)
Print
Name:_____
Its:_____
Address:_____
_____

Telephone
No._____

Partnership

_____
Print Partnership Name

By:_____
(signature)
Print
Name:_____
Its:_____
Address:_____
_____

Telephone
No.:_____

Please use appropriate notary block.

STATE OF _____

COUNTY OF _____

Individual
Before me, this_____day of _____, 20___, personally appeared _____

who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.
executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Corporation
Before me, this_____day of _____, 20__, personally appeared_____

_____of _____, a _____**corporation**, on behalf of the state corporation, who

Partnership
Before me, this_____day of _____,

personally appeared _____,
partner/agent on behalf of _____,
a **partnership**, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Personally known_____; or Produced identification_____Type of identification produced _____

Signature of Notary _____ Print Name _____

Notary Public: NOTARY STAMP BELOW

My commission expires

Form # 9B-3.053-2002-02

Private Provider Plan Compliance Affidavit

Effective January 20, 2003

Private Provider Firm: _____

Private Provider: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

I hereby certify that to the best of my knowledge and belief the plans submitted werereviewed for and are in compliance with the Florida Building Code and all local amendments to the Florida Building Code by the following affiant, who is duly authorized to perform plans review pursuant to Section 553.791, Florida Statute and holds the appropriate license or certificate:

Name: _____ Plan Sheets: _____

Florida License/Registration/Certification #(s) and description:

_____ _____ _____

Signature of Reviewer: _____

SWORN AND SUBSCRIBED before me by _____ being personally known to me_____or having produced as identification _____

_____ and who being fully sworn and cautioned, statethat the foregoing is true and correct to the best of his/her knowledge or belief.

_____ _____

Signature of Notary Print Name

Notary Public: NOTARY STAMP BELOW

My commission expires:

FORM # 9B-3.053-2005-01
JOB SITE PRIVATE PROVIDER IDENTIFICATION FORM
Florida Building Commission
Effective February 1, 2006

PROVIDER NO. 1	
Primary Contact:	
Email address	
Telephone Number:	
Fax Number:	
License number	
Company:	
Address:	
Job address	
Specific project on job site	
Permit number	
Type of Service Being Performed:	
Insurance policy number	
Signed by _____ Provider	
PROVIDER NO. 2	
Primary Contact:	
Email address	
Telephone Number:	
Fax Number:	
License number	
Company:	
Address:	
Job address	
Specific project on job site	
Permit number	
Type of Service Being Performed:	
Insurance policy number	
Signed by _____ Provider	

ATTACHMENT B-2

ADDITIONAL TERMS AND CONDITIONS

ARTICLE 1
SCOPE OF CONTRACTOR'S BASIC SERVICES

1.0 The CONTRACTOR'S Basic Services shall consist of those described herein and any other services identified in this Article. The CONTRACTOR shall perform plan review and inspections under the authority of and as directed by the School Board 's Building Official and Fire Official in accordance with the Florida Building Code, Florida Fire Prevention Code and all other applicable codes and statutes.

1.1 PLAN REVIEW

The CONTRACTOR shall review the A/E of Record's Design, Construction Documents and Supplemental Submissions by the Contractor to determine that the Design and Construction Documents conform to the DCPS Design Guidelines, FBC, FFPC, SREF and other applicable codes and regulations that may be required. Plan Reviews shall be performed consistent with the administrative chapter of the Florida Building Code at the following intervals, when applicable or required by the Owner:

- Concept Review - The CONTRACTOR shall participate in concept review for projects as needed
- Completion of Phase I - Schematic Design Documents
- Completion of Phase II - Design Development Documents
- Completion of Phase III - 100% Construction Documents
- Fire/Life Safety Plan Review - Shall be included in the Basic Services
- Completion of each Addendum
- Completion of Change Orders .
- Contractor's requested Field Changes deviating from approved Permit Set.
- Progress submittals including shop drawings, product approvals, etc.

a) The CONTRACTOR shall provide the Building Official with written plan review comments outlining deficiencies in compliance with the applicable codes and regulations within fifteen (15) working days after receipt of all submittal documents.

b) The CONTRACTOR shall report and record plan review comments using the OWNER'S Data Management System as directed by the Building Official. Such reporting requirements may be modified from time to time at the discretion of the OWNER.

c) The CONTRACTOR shall attend meetings as required by the Building Official and will amend Plan Review comments as directed by the Building Official at no additional cost.

d) Reviewers shall only perform work within their licensed field.

1.2 INSPECTIONS

The CONTRACTOR shall review all Permit Documents and inspect the construction work by the Contractor to determine conformance conform to the Permit Documents , the FBC, FFPC and other

applicable codes and regulations that may be required. Inspections shall be performed consistent with the Administrative Chapter of the Florida Building Code at the following intervals, when applicable:

a) The CONTRACTOR shall strive to perform each inspection within one (1) workday and no later than two (2) workdays after the inspection was requested .

b) After each inspection, the Inspector shall either release that portion of the work by signing an appropriate area on the field inspection record, or shall notify in writing the permit holder or his agent of any violations requiring corrections and re-inspection .

c) The CONTRACTOR shall provide the Building Official with written inspection comments outlining deficiencies in compliance with the applicable codes and regulations within one (1) workday after completion of the inspection.

d) The CONTRACTOR shall report and record inspection comments using the OWNER'S Data Management System as directed by the Building Official. Such reporting requirements may be modified from time to time at the discretion of the OWNER.

e) The CONTRACTOR shall perform additional inspections and/or attend meetings as required by the Building Official and will amend inspection comments as directed by the Building Official at no additional cost .

f) Inspectors shall only perform work within their licensed field .

1.3 The duties, responsibilities and limitations of authority of the CONTRACTOR shall not be restricted, modified or extended without written agreement of the OWNER.

1.4 The CONTRACTOR shall have authority to act on behalf of the OWNER only to the extent provided in this Contract unless otherwise modified by written instrument.

1.5 The CONTRACTOR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract.

1.6 The CONTRACTOR shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The CONTRACTOR shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work

1.7 Fire Alarm Inspections shall be conducted in accordance with the National Fire Alarm Code Handbook and other applicable or adopted standard and shall be included in the Basic Services

ARTICLE 2
BASIS OF COMPENSATION

2.0 The OWNER shall compensate the CONTRACTOR as follows:

2.1 The Building Official will determine the Personnel and Basis of Compensation for each project using an hourly rate including mileage according to the Fee Schedule (Attachment D). The Building Official shall assign each Project to the Contractor through a written Activation. The CONTRACTOR shall not proceed with assigned Work without an Activation.

2.2 COMPENSATION FOR ADDITIONAL SERVICES

2.2.1 Compensation for additional services shall be computed as follows: Compensation shall be in accordance with the School Board approved **Fee Schedule – Attachment D** and subject

to the OWNER'S desired level of representation.

2.2.2 Services of the CONTRACTOR, authorized by the OWNER and beyond the Basic Services outlines herein, shall be compensated in accordance with the Hourly Rates according to **Attachment D.**

2.2.3 If the CONTRACTOR is unable to perform the work or furnish the personnel needed in a timely manner as agreed upon, DCPS shall have the right to rescind the activation and award to another vendor. The CONTRACTOR will be compensated for work performed.

2.2.4 Work shall be performed as needed. Charges for work shall start at the time of arrival at DCPS or the job site and end at the time of departure. All travel and other cost shall be included in the bid pricing. Bidders cannot set a minimum number of hours to be charged.

2.2.5 Primary Point of Contact: CONTRACTOR(s) must provide a primary account management as a point of contact for the Contract.

2.2.6 If the CONTRACTOR for any reason fails to remain a CONTRACTOR for DCPS, then all records pertaining to DCPS projects, inspections, permitting, technical data and all other documents shall be surrendered to DCPS within ten (10) business days.

ARTICLE 3
PAYMENTS TO THE CONTRACTOR

3.0 FEE SCHEDULE

Payment to the CONTRACTOR toward the fee of each specific Project assigned by the OWNER will be made at the rates indicated in **Attachment D** on a monthly basis**.**

3.1 REIMBURSABLE EXPENSES

3.2.1 Only Reimbursable Expenses authorized by the OWNER will be allowed.

3.2.2 Expenses of overtime work, if authorized in advance by the OWNER in writing. Overtime hours worked in excess of 40 in a workweek will be paid out at **one and one-half times their regular rates of pay**.

3.2 CONTRACTOR'S ACCOUNTING RECORDS

3.3.1 Records of Reimbursable Expenses, beyond those provided for in Basic or Additional Services, shall be submitted to the OWNER concurrent with such requests for payment. In addition, the CONTRACTOR and its Subcontractors shall be required to provide documentation in the form acceptable to the OWNER. The CONTRACTOR'S invoices for Additional Services must contain an itemized statement describing the time spent, the Work performed, and the names of personnel performing the Work .

3.3.2 CONTRACTOR'S and Subcontractors shall be required to bill on not less than a monthly basis, and in no event shall the CONTRACTOR and/or Subcontractors bill for services and costs more than ninety (90) days after the expense has occurred, otherwise such cost shall not be considered by the OWNER.

ARTICLE 4
CONTRACT EXECUTION

4.0 The CONTRACTOR shall not begin any services until execution of the signed Contract is approved by the School Board. Before an "Activation" is issued, the CONTRACTOR shall execute the "Contract between the OWNER and CONTRACTOR" and return it to the Purchasing Department along with the

following:

a) The CONTRACTOR's Certificate(s) of Insurance in accordance with RFP Section 16.0 Insurance Requirements.

b) Conflict of Interest (if applicable) (Sealed).

c) Truth in Negotiation Certificate (Sealed). See Exhibit 4

ARTICLE 5
CONTRACTOR SELECTION/ACTIVATION PROCESS

5.0 On all new project assignments, the Building Official may review the following criteria to determine which firm(s) may be selected to quote the personnel and labor hours needed to complete the project.

- Initially, Projects will be offered in alphabetical order by the Awardees company name.
- A particular firm is already working on the site where the new project will take place.
- Review of the Commercial Building Code Inspection and Review Services activation log will determine the CONTRACTOR with the lowest dollar volume from previous and pending activations.
- Documented Vendor/Contractor evaluation form(s) identifying deficient performance on past project(s) or a Vendor/Contractor turning down work may affect future projects being offered and termination of the Contract.

5.1 The Building Official will send an email with the project information to the CONTRACTOR in the pool selected for the work. The CONTRACTOR shall provide acceptance in writing within forty-eight (48) business hours. If acceptance is not received, the Building Official may reach out to the next firm in line for work.

5.2 If the Project is accepted, the CONTRACTOR shall submit a not to exceed quote based on the current contract rates and the Building Official will review, negotiate, reject or approve the quote.

5.3 If the Building Official is unable to reach an agreement with the CONTRACTOR proposing within forty-eight (48) business hours, the Building Official may move on to the next firm in line for work.

5.3 Upon receipt of the activation, the CONTRACTOR will submit additional requirements outlined in Attachment B-1 – Standard Operating Procedures for Private Providers within forty-eight (48) business hours.

ARTICLE 6
CONTRACTOR'S RESPONSIBILITIES

6.0 GENERAL

The CONTRACTOR'S responsibilities consist of those services performed by the CONTRACTOR, CONTRACTOR'S employees and CONTRACTOR'S Subcontractors as enumerated in in the Contract Documents and includes the following:

6.0.1 The CONTRACTOR'S will be responsible to ensure services shall be performed as in a timely manner as is consistent with professional skill and care and the orderly progress of the Work. The CONTRACTOR shall adhere to the present project design and construction documents and schedules.

6.0.2 The CONTRACTOR shall be responsible to comply with written directives and memoranda issued by the OWNER.

6.0.3 It is understood between the parties that, under conditions where the OWNER deems it beneficial to the Project, the CONTRACTOR may be working in coordination and cooperation with other Contractors who will be employed independently by the OWNER and responsible to the OWNER for their work and the performance of their respective agreements with the OWNER. The CONTRACTOR and its Subcontractors shall cooperate with the OWNER and other Contractors.

6.0.4 The CONTRACTOR shall ensure that the work completed complies with the requirements of law and all applicable rules, regulations and codes including , but not limited to, the School Board Policies, District Design Guidelines, Florida Building Code (FBC), and State Board of Education's Regulations.

6.0.5 CONTRACTOR shall provide all vehicles, cell phones, inspection equipment, badging, and other related materials to perform the services.

6.0.6 The inspector's and plan review staff will be expected to attend training on various DCPS policies, if offered, including, but not limited to, procedures, code requirements, and tree protection. Such training will be provided by DCPS or through the City of Jacksonville, at its cost.

6.1 CODES AND REGULATIONS

The CONTRACTOR shall follow the requirements of all applicable codes, regulations, RFP including Attachments, Exhibits and Addenda.

6.2 CONTRACTOR'S EMPLOYEES

6.2.1 It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration and Homeland Security Policies.

6.2.2 Employee's must:

a) Be 18 years of age or older, physically capable and qualified for this type of work.

b) Sign in and out (upon arrival & departure) at the main office of the school or facility.

c) Wear their company uniform at all times on District property.

d) Wear their DCPS identification badge on their shirt or jacket so that it is visible at all times on District property.

e) Comply with instructions pertaining to conduct and building regulations stated by site DCPS officials.

f) Adhere to DCPS security standards.

g) Refrain from using foul, abusive or profane language on school property.

h) Comply with the DCPS District's policies on drug-free and smoke-free workplace.

6.2.3 Employee's will not:

a) Interact with the student population.

b) Solicit, distribute, or sell products while on District property.

c) Possess any knives or firearms (gun, starter gun, antique firearms, etc.) on District property.

6.2.4 The Principal at his/her discretion, can require that the CONTRACTOR(s) to immediately remove any employee from working on District premises for violating any term of this

Agreement; or whose work habits and/or conduct are deemed objectionable or unacceptable.

ARTICLE 7
OWNER'S RESPONSIBILITIES

7.0 If requested by the CONTRACTOR, the OWNER shall furnish evidence that financial arrangements have been made to fulfill the OWNER'S obligations under this Contract.

7.0 The OWNER shall designate representative(s) authorized to act on the OWNER'S behalf with respect to this Contract. The OWNER or such authorized representatives shall render decisions in a timely manner pertaining to documents submitted by the CONTRACTOR in order to avoid unreasonable delay in the orderly and sequential progress of the CONTRACTOR'S services.

7.1 DCPS will provide a laptop, monitors, desk, phone, office supplies, safety equipment and mileage reimbursement in accordance with the current IRS rate. The cost to provide these materials shall be borne by DCPS.

7.2 The OWNER shall furnish all the information readily available for the CONTRACTOR to complete the work.

7.3 The OWNER shall furnish all accounting and auditing services the OWNER may require for each Project.

ARTICLE 8
INVOICING

8.0 The CONTRACTOR(s) will be required to submit invoices that reference valid project numbers on all requests for payment. Each invoice can only be associated with one activation, and it is the responsibility of the CONTRACTOR(s) to resolve any discrepancies with the District's Building Official.

8.1 DCPS will only pay for the actual labor hours, materials and subcontractors utilized during the course of the work. Payments will be made for actual hours and actual mileage incurred, direct expenses identified in section 8.2. Substantiation including subcontractor invoices, time sheets, and any other required documentation to support the costs by the CONTRACTOR(s) may be required.

8.2 Direct Expenses require prior approval by the Owner – An allowance for each contracted year for customary reimbursable expenses will be included in each CONTRACTOR(s) contract fees, which may include; team building, supplies and consumables, filing fees, background checks and badging, or minor/incidental costs that will be billed at our cost, and without a markup.

8.2.1 Invoices shall contain the following information, as applicable:

a) Invoice number, work location and project number.

b) Invoices shall provide a breakdown, which matches the quote and activation. Lump sum invoices will not be accepted. Quantities, unit pricing and extended pricing must be clearly presented.

c) Partial invoices may be processed at the discretion of the District's Building Official.

d) Invoice submittal is preferred to be made via email to the District's Building Official. Mailing instructions, if needed, can be obtained by contacting the appropriate District's Building Official.

ARTICLE 9
PROJECT COMPLETION

9.0 Upon completion of the project, the CONTRACTOR shall submit the following information, as applicable:

9.0.1 Final invoice, with documentation.

9.0.2 Verification of hours worked, to include work order timesheets, payroll records, etc., upon request.

9.0.3 Any other documents as requested by a District Authorized Representative.

ATTACHMENT C

Alteration of this document in any way may render the respondent's proposal invalid.

OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION

The Duval County Public Schools (DCPS) encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based upon availability. The Board ensures that Duval County PublicSchools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM AND THE MINORITY/WOMEN BUSINESS PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

This contract will be administered under the **ENCOURAGEMENT METHOD**; in this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and M/WBEs have an equitable opportunity to compete and perform on this contract. Only firms certified by DCPS's Office of Economic Opportunity (OEO) may be counted towards the proposer's goal achievement. For a listing of certified SBEs and M/WBEs, proposers may contact:

- Duval County Public Schools, Office of Economic Opportunity at(904) 858-4860 or visit www.duvalschools.org/oeo

Please be advised that the awarded contractor will be responsible for submitting a quarterly OEO utilizationreport or a quarterly "Good Faith Efforts" statement to the Office of Economic Opportunity.

I declare that I have read the forgoing conditions, and instructions as revealed in the OEO requirements, andwill comply herein.

Name of Firm:_____

Signature:_____ Title:_____

Print Name:_____ Date:_____

Program Contact:_____ Phone: _____

E-Mail: _____

SUBMIT THIS FORM WITH YOUR PROPOSAL.

ATTACHMENT D
PRICE PROPOSAL SHEET

RFP No. 18-23/TW COMMERCIAL BUILDING CODE INSPECTION SERVICES

Item	Description	A Unit of Measure	B Estimated Units	C Unit Price Per Measure	D Not-to-Exceed Extended Price (Column B x C)
1	Two (2) Full Time Inspectors - Commercial Inspection Services - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	4160	$_____	$_____
2	One (1) Part Time Inspector(s) - Commercial Inspection Services - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	1040	$_____	$_____
3	One (1) Full Time - Plan Reviewers - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	2080	$_____	$_____
4	One (1) Part Time - Plan Reviewers - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	1040	$_____	$_____
5	Mileage Reimbursement Allowance (Current IRS Rate)	Miles		$0.625	-
6	Direct Expense Allowance (See Article 8.2)	LS			$6,000.00
7	Additional Services Allowance upon request by DCPS	LS			$12,000.00
8	TOTAL NOT-TO EXCEED FOR ITEMS 1 THROUGH 7 (Represents estimated contract award for one (1) year)				$_____

_____ _____

Authorized Signature Date Signed

_____

Authorized Name & Title

EXHIBIT 1

LOCATION RATING TABLE

DISTANCE FROM
DCPS ADMINISTRATION BUILDING
1701 Prudential Drive
Jacksonville, Florida 32207

	A **Location of Corporate Headquarters From DCPS** **(3 pts Max)**	**B** **Location where majority of work to be performed** **(7 pts Max)**	**C** **Distance Mitigation Plan** **(Depending on Effectiveness of Plan 0-2 pts)**
DUVAL COUNTY	3	7	
SURROUNDING COUNTY	2	5	
ELSEWHERE IN FLORIDA	1	0	
OUTSIDE FLORIDA	0	0	

EXHIBIT 2

COMMERCIAL BUILDING CODE INSPECTION SERVICES RFP

MEMBER EVALUATION WORKSHEET

Evaluation Criteria	Reference to Proposal Evaluation Criteria	Comments	Total Points
A. Location:	**(Total points 10)** To be determined by formula		
B. Experience and References: **Provide your assessment of the proposer's response to the following evaluation criterionelements:** • **All criterion elements as described in Section 8.0 C. of the RFP**	**(Total points 20)** **General Guidelines** 20 = Far Exceeds 15 = Exceeds 10 = Meets 5 = Unacceptable 0 = Not Provided		
C. Organization and Key Personnel: **Provide your assessment of the proposer's response to the following evaluation criterionelements:** • **All criterion elements as described in Section 8.0 D. of the RFP**	**(Total points 15)** **General Guidelines** 15 = Far Exceeds 11.5 = Exceeds 7.5 = Meets 3 = Unacceptable 0 = Not Provided		
D. Firm's Capabilities and Approach to Services: **Provide your assessment of the proposer's response to the following evaluation criterionelements:** • **All criterion elements as described in Section 8.0 E. of the RFP**	**(Total points 30)** **General Guidelines** 30 = Far Exceeds 22 = Exceeds 15 = Meets 7.5 = Unacceptable 0 = Not Provided		

E. Building Code Inspection Services Price Proposal : Provide your assessment of the proposer's response to the following evaluation criterion elements: • **All criterion elements as described in Section 8.0 F. of the RFP**	**(Total points 25)** **General Guidelines** 25 = Far Exceeds 19 = Exceeds 12.5 = Meets 6 = Unacceptable 0 = Not Provided		

Committee Member Printed Name and Signature

Date

RESPONDENT

EXHIBIT 3

COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders, or requirements.

Contractor: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

EXHIBIT 3
COMPOSITE FEDERAL FORMS

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_____
Contractor's SIGNATURE/DATE

_____
NAME/TITLE

Name of Company: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

_____
Contractor's SIGNATURE

_____
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: _____

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval, or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process and includes the knowing submission of offers higherthan the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

EXHIBIT 3

COMPOSITE FEDERAL FORMS

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the_____of_____, a_____, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. Iam the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firmor person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) _____, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction,involving conspiracy or collusion with respect to bidding, proposing, or offering on any public contract, except as follows:

_____

_____

_____

I attest that_____, understands, and acknowledges that the above representations are material and important, and will be relied on by The School Boardof Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of thetrue facts relating to submission of offers for this contract.

_____

(Signature) (Date)

EXHIBIT 4

TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, _____, hereby certifies that wage rates and other factual unit costs supporting the compensation for its services to be provided under this Agreement, concerning _____ Project, are accurate, complete and current as of the time of contracting.

The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

ARCHITECT:

_____

a _____corporation

By:_____

Print Name:_____

Title:_____

Date:_____

[SEAL]

DUVAL COUNTY
PUBLIC SCHOOLS

ADDENDUM NO. 1

www.duvalschools.org/purchasing

Issue Date: **January 17, 2023** **Phone: 904-858-4859**

Buyer: **Terrence Wright**

Bid Number: **RFP No. 18-23/TW**

Bid Title: **Commercial Building Code Inspection Services**

Opening: **Thursday, January 19, 2023, 2:00 p.m. (EDT).** Bids received prior to this date and time will be opened in the Conference Room and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

The addendum shall serve to amend, replace and append information provided to potential respondents in the original RFP package. To assist in the development of their responses, interested firms are encouraged to carefully review the information found in this addendum and on any additional enclosed documents.

Purpose: **1. To answer questions received in accordance with this RFP.**

Questions and Answers

ECS Florida, LLC

1. **Question:** Are we able to be provided a copy of a recent permit?

   Answer: As a sample, attached is a copy of a recent new building permit for Fort Caroline Middle School Auditorium.

2. **Question**: Are we able to be provided a list of all possible inspection types, i.e., frame, slab, plumbing rough, electrical final, etc.?

   Answer: The DCPS Code Enforcement inspections list is based on the minimum required inspections list provided in Section 110.3 of the Florida Building Code and is also provided in the Documents & Forms section on the DCPS Code Enforcement's departmental webpage (https://dcps.duvalschools.org/Page/94420). DCPS Code Enforcement's inspections list is attached.

   Under **"To be submitted with the initial Permit Application:"** on the last sentence of paragraph 1 "Note: If a Private Provider performs the plans reviews, the Private Provider shall also perform the required inspections." Under paragraph 5 it states Note: The Building Official may require, at his or her discretion, the private provider to be used for both services (Plans Review and Jobsite Inspections) pursuant to Section 552.791(2)(a) Florida Statute.

3. **Question:** Which is correct?

Answer: Florida Statute 553.791 allows a private provider to provide plans review or required building inspections, or both. The "shall" in the last sentence of paragraph 1 under **"To be submitted with the initial Permit Application:"** should be changed to "may," so the sentence reads as follows "Note: If a Private Provider performs the plans reviews, the Private Provider may also perform the required inspections." The note in Paragraph 5 is correct and based on Florida Statute 553.791(2)(a). which allows the Building Official to **require** the private provider to perform **both** plans review and inspections for a project at his/her discretion.

4. Question: Can a submitting firm also use subcontracted plan reviewers and or inspectors?

Answer: Subcontracted plans reviewers and inspectors are allowed if they are properly licensed, qualified and approved by DCPS and the Building Official.

5. Question: Do you have an idea of how many firms will be selected for this contract?

Answer: No, we will review all proposals and select the number best suitable for the District.

6. Question: Should we include unit pricing for other possible services and or staff that we believe will be necessary. Example, we will need Administrative and Project Management labor classifications.

Answer: Include all staff and cost associated with your service.

*Pages 2 and 3 provide the Plan Review & Project Information sheet (PRPI), indicating documents accepted for permitting, required associated permits and minimum required inspections. Page 4 provides the DCPS inspection request guide.

Duval County Public Schools
OFFICE OF BUILDING CODE ENFORCEMENT

APPLICATION & PERMIT

FOR DCPS CODE ENFORCEMENT OFFICE USE ONLY			
Permit #	3238040822.00 B*	Date:	08/05/2022
Code Edition:	7 TH EDITION FBC & FFPC		
Building Official Approval:	Linda M. Theus		

PROJECT IDENTIFICATION		PROPERTY OWNERSHIP
School Name & Number:	Fort Caroline Middle School No. 238	DUVAL COUNTY PUBLIC SCHOOLS
Project Title:	New Auditorium at Ft. Caroline Middle School No. 238	1701 Prudential Drive
DCPS Project Manager:	Jaime Mendoza	Jacksonville, Florida 32207
DCPS Project # or PO #:	C-91620	(904) 390-2000

PERMIT TYPE (Check one)			TRADE (Check one)							
X	PRIMARY PERMIT		X	BUILDING		ROOFING		DEMOLITION
	SUB-PERMIT (Associated with Primary*)			MECHANICAL		PLUMBING		GAS
*If Sub-Permit, provide Primary Permit # below:				ELECTRICAL		FIRE PROT.		U/G UTILITIES
				SITE (Paving & Drainage)		OTHER:		

LICENSED CONTRACTOR				FLORIDA DESIGN PROFESSIONAL			
Company Name	E. Vaughan Rivers, Inc.			Company Name	Ebert Norman Brady Architects		
License Name	Rivers, Stephen Vaughan			Contact Person	Tom Norman		
License #	CGC1525773			BUILDING INFORMATION			
Address	188 2 Bellair Blvd, Orange Park, Fl 32073			# of Stories	1	Type Construction	II-B
Phone	904-264-0123	Fax	904-264-1790	Building Height	29' - 4"	Occupancy Class	A-1
Contact Person	Stephen Rivers			Total Floor Area	10,681 SF	Fire Sprinkler	NFPA 13
E-mail Address	stephen@riversconstruction.com			Occupancy Load	N/A	Other:	

DESCRIPTION OF WORK

New Auditorium Building at Fort Caroline Middle School. Includes new canopy, new lift station, and civil piping and tie in's to JEA.

List Attachments:

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, GAS, FIRE PROTECTION, ROOFING, SITE/CIVIL, etc.

CONTRACTOR AFFIRMATION
(Qualifier)

1. I attest the Worker's Compensation information provided to DCPS Code Enforcement is true and correct and that the application is in full compliance with the State of Florida Worker's Compensation Laws.
2. Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the Public Records of this County, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.
3. The permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of 6 months at any time after work is commenced.
4. A permit is a license to proceed with the work identified in the "DCPS Code Enforcement Reviewed Permit Documents" and does not authorize the permit holder to violate, cancel, alter, or set aside any provisions of the technical codes, nor shall issuance of the permit prevent the Building Official from thereafter to require a correction of errors in plans, construction, or violations of the code.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS PERMIT DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT.

Signature:	Stephen Rivers	Printed Name:	Stephen Rivers, VP	Application Date:	8/3/2022

DUVAL COUNTY PUBLIC SCHOOLS – Office of Building Code Enforcement
PLAN REVIEW & PROJECT INFORMATION SHEET

School #: 238 School Name: Fort Caroline Middle School DCPS Project or PO #: C-91620

DCPS Project Manager: Jaime Mendoza Architect/Engineer/Designer: Ebert Norman Brady Architects

Building(s)/Description: New Auditorium

Code Edition: **7th Edition FBC & FFPC** Special Stipulations: Threshold Building Inspections & COJ Fire Prevention approval of site plans
Occupancy Classification: Assembly Occupant Load: See Life Safety Plans LS1.1 & LS1.2
Type of Construction: IIB Sprinkler System Required: Yes Sprinkler System Provided: Yes

Prime Permit: Building Associated Permits: Site, Mechanical, Electrical, Plumbing, Fire Protection (Underground and Above Ground), Roofing
Reviewer: Linda M. Theus, PE, CBO (PE #49355, BU1803, Certified Fire Safety Inspector I)

PLAN REVIEW

The documents were reviewed for compliance with the "Florida Building Code," the "Florida Fire Prevention Code," and the "State Requirements for Educational Facilities," which are abbreviated herein as "FBC," "FFPC," and "SREF." A permit is required for this work. The Owner, Architect/Engineer and permit holder (Construction Manager/Contractor) shall comply with all applicable codes, statutes, rules and specific comments noted herein.

This plan review does not include any site investigation by DCPS Code Enforcement, nor does it preclude additional plan review, approval or permit requirements from other applicable governmental agencies including but not necessarily limited to the Saint Johns River Water Management District (SJRWMD), the City of Jacksonville and JEA for right of way work and utility connections, the Department of Environmental Protection (DEP), etc.

CHANGES & REVISIONS: All changes or revisions to the project shall be submitted for review to the DCPS Code Enforcement.

1. Prior to Permit Issue – Provide complete set(s) of revised drawings along with a description of the changes/revisions and the date. "Clouding" with date of revision is preferred.
2. After Permit and During Construction – Follow the procedures in PART F of the Code Enforcement SOP. "Clouding" with date of revision is required. Contractor is required to have a current set of approved "permit drawings" on the site for inspection.

SUBMITTAL DOCUMENTS:

The following electronic submittal documents with Architect and Engineers signed/sealed dates were reviewed and accepted for permitting:

Specifications and Architectural Sheets *ss 05/11/2022*: G0.1, G0.2, G0.3, LS1.1, LS2.1, LS2.2, A1.1, A2.1, A2.2, A2.3, A2.4, A3.1, A3.2, A3.3, A4.1 through A4.9, A5.1, A5.2, A6.1, A6.2, A8.1, A8.2, A8.3, A9.1 through A9.7, A10.1, A10.2, A10.3, A12.1, A12.2

- **Civil Sheets *ss 04/28/2022*:** C-1.0, C-1.1, C-1.2, C-2.0, C-2.1, C-3.0, C-4.0, C-5.0, C-5.1, C-5.2, C-5.3, C-5.4, C-5.5, C-5.6, C-5.7, C-6.0, C-6.1, C-6.2
- **Structural Sheets *ss 04/12/2022*:** S0.0, S0.1, S0.2, S0.3, S0.4, S0.5, S1.1, S1.2, S2.1, S2.2, S3.1, S3.2
- **Mechanical Sheets *ss 04/19/2022*:** M1.0, M2.0, M3.0, M4.0
- **Plumbing Sheets *ss 04/19/2022*:** P1.0, P2.1, P2.2, P3.1
- **Electrical Sheets *ss 03/07/2022*:** E0.1, E1.1, E2.1, E2.2, E2.3, E2.4, E2.5, E2.6, E2.7, E3.1, E3.2, E3.3, E3.4, E3.5, E3.6, E3.7, E3.8, E3.9, E3.10, E3.11, E4.1, E4.2, E4.3, E4.4, E5.1, E5.2
- **Fire Protection Sheets *ss 04/11/2022*:** FP1.0, FP2.0

Review #	Plans Received	Review Issued	Review Status
PLAN REVIEW #PR3	**05/11/2022**	**05/16/2022**	**NO EXCEPTIONS TAKEN**

PROJECT SAFETY & INSPECTIONS

In accordance with the FBC, work shall not be done on any part of the building, structure, electrical, gas, mechanical or plumbing system beyond the point of each successive inspection without first obtaining written release from DCPS Code Enforcement (a "PASS" result). NO WORK SHALL BE COVERED OR CONCEALED WITHOUT A SATISFACTORY INSPECTION FROM DCPS CODE ENFORCEMENT**.** It is the permit holder's responsibility to request inspections as prescribed by the FBC. For further information regarding DCPS Code Enforcement's inspection protocol, please refer to the Code Enforcement Standard Operating Procedures manual.

MINIMUM REQUIRED INSPECTIONS: ***The following list is a guide and shall not be considered all inclusive. It is the permit holder's responsibility to obtain all inspections required by law. If a required inspection is not listed, this does not relieve the contractor of responsibility to request inspection prior to cover up. NOTE: The inspection items may apply to more than one location on the project and may involve more than one inspection request. The specific location and parameters of the requested inspection shall be included in the inspection request email.***

Termite Protection – Provide certification of termite treatment

1. **Foundation and slab-on-grade inspections –** To be made after trenches are excavated and forms erected and shall at a minimum include the following building components: Stem-wall, monolithic slab-on-grade, footers/grade beams, walkway canopy foundations, etc.
2. **CMU fill cells, tie beams, lintels, columns, supported slabs** – To be made after reinforcing is installed and prior to concrete placement.

4. **Exterior concrete work (sidewalks, steps, ramps, etc.)** – To be made after formwork and reinforcing is installed and prior to concrete placement.
5. **Roof framing/deck –** After acceptance by the Special Inspector.
6. **Exterior wall waterproofing and insulation**
7. **Roofing insulation**
8. **Roofing dry-in**
9. **Metal stud framing inspections**
10. **Gypsum wall board (GWB) fastening inspections**
11. **Exterior Window/Door framing inspections –** Architect approved shop drawings, Florida Product Approval and manufacturer's anchoring instructions shall be on site for review/verification at time of inspection.
12. **Glass and glazing –** Required labels/certification to be verified.
13. **Plumbing Underground inspections –** To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
14. **Plumbing Rough-in inspections –** To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
15. **Plumbing Tests inspections –** See Section 312 of the Florida Building Code, Plumbing for required tests.
16. **Mechanical Underground inspections** – To be made after trenches or ditches are excavated, underground piping installed, and before any backfill is put in place.
17. **Mechanical Rough-in inspections** – To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
18. **Electrical underground inspections –** To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
19. **Electrical Rough-in inspections –** To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
20. **Underground Fire Protection inspections –** To be made after trenches or ditches are excavated, underground piping installed, and before any backfill is put in place.
21. **Underground Fire Protection Tests** – Includes hydrostatic tests, backflow tests, hydrant tests, flow tests, and flush. Provide applicable certified test reports with inspection requests.
22. **Above Ground Fire Protection Rough-in inspections –** To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
23. **Roofing Final inspection –** Provide Architect's and DCPS Roofing Coordinator's written acceptance with inspection request.
24. **Plumbing Final inspection –** To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy. Provide EOR written acceptance and domestic water disinfection report.
25. **Mechanical Final inspection –** To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy. Provide EOR written acceptance, approved Test & Balance report and Mechanical System Commissioning Report.
26. **Fire Alarm Final Inspection and Acceptance Test per FBC Chapter 9 and NFPA 72 –** Contractor to provide Statement of Compliance and NFPA 72 completion and pre-test verification forms with the inspection request.
27. **Electrical Final inspection –** To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy. Provide EOR written acceptance and Lighting Commissioning Report.
28. **Underground Fire Protection Final inspection** – Provide Contractor's Material & Test Certificate for Underground Piping and EOR's written acceptance with final inspection request.
29. **Above Ground Fire Protection Final inspection –** Provide Contractor's Material & Test Certificate and EOR's written acceptance with final inspection request.
30. **Final Building (Certificate of Occupancy) Inspection –** Upon receipt of the Special Inspector's signed and sealed statement required by FBC 110.8.4.1, final inspections listed in items 23 through 29 shall be conducted on the same date along with the Building final inspection and life safety walk through.

SITE SAFETY REQUIREMENTS PER CODE:

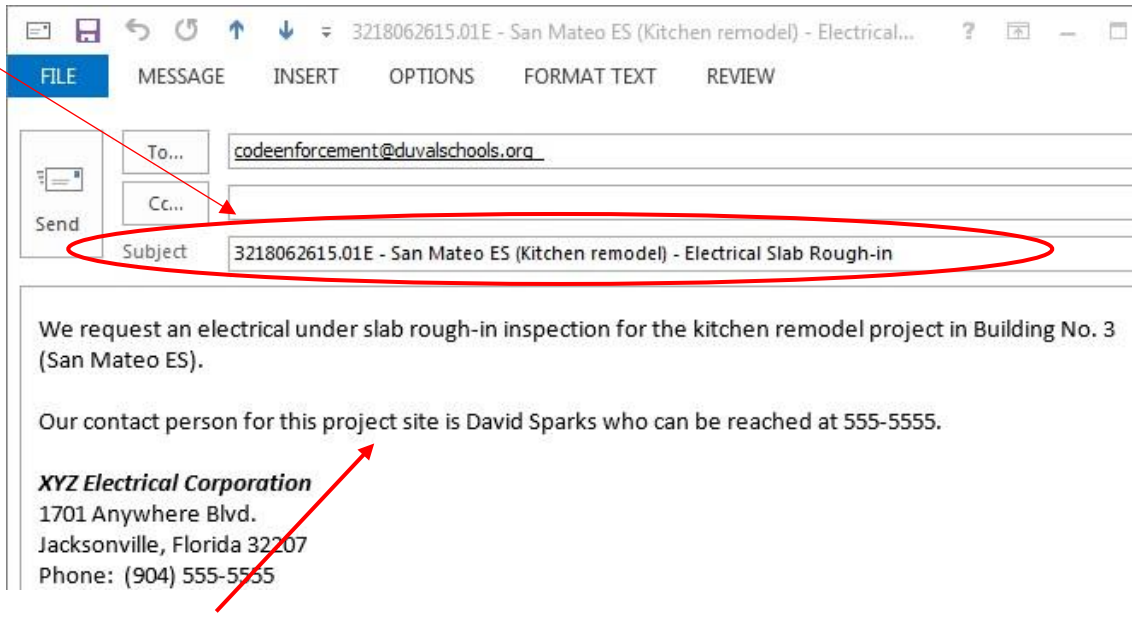
1. Construction on an occupied school board site shall be separated from students and staff by secure barriers. Prior to issuance of the notice to proceed, a safety plan shall be provided by the contractor which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project and when conditions change. Where heavy machinery, as is used for earth moving or scraping, is required to work on a school board's occupied site, the work shall be separated from occupants by secure double barriers with 10 feet in between. (FBC 453)
2. All excavations shall comply with the minimum requirements of Section 553.60, Florida Statute "Trench Safety Act,"
3. DCPS Code Enforcement shall be notified of any shutdowns that require the fire alarm system to be out of service. Upon notification and based on the extent of shut down and occupancy status, the DCPS Building Official shall either require the building to be evacuated or require the contractor to provide a Fire Watch based on DCPS Code Enforcement's fire watch procedures.

INSPECTION GUIDE FOR CONTRACTORS*

A. E-MAIL INSPECTION REQUESTS TO: codeenforcement@duvalschools.org

Format for the e-mail **SUBJECT LINE**:

- **Permit number – School Name (brief description of work or project) – Type of inspection**
- **Example:** 3218062615.01E - San Mateo ES (Kitchen remodel) - Electrical Slab Rough-in
- Abbreviations **ES** (elementary school), **MS** (middle school), and **HS** (high school) may be used.
- Do **not** use symbols such as #, /, +, =, &, ?, *, % and the comma symbol in the subject line



1. The **body of the E-mail** shall be more descriptive indicating a description of the project/work and the exact location of the work, such as 2nd Floor in Wing B. A contact name and phone number of the person familiar with the project that can meet the Inspector shall be provided.

REQUESTS SHALL BE SUBMITTED 24 HOURS PRIOR TO (OR THE DAY BEFORE) THE DESIRED WORK DAY FOR INSPECTION.

DCPS Code Enforcement's normal work hours are 7:00 AM to 4:00 PM, Monday through Friday, excluding summer 4-day work week schedule.

D. Inspection times will be scheduled by the Building Official depending on the daily inspection requests received. No inspections will be scheduled on the District's non-work days, i.e. weekends, holidays, etc.

E. MINIMUM REQUIRED INSPECTIONS: See FBC Chapter 1 for a list of minimum required inspections. For Architect/Engineer designed projects, reference the Project Safety & Inspections section of the Plan Review & Project Information sheet (PRPI).

F. Prime Permit holders may request inspections for their subcontractors, provided the subcontractor's associated permit number is indicated in the email request.

***THIS DOCUMENT IS A QUICK REFERENCE GUIDELINE AND DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE DCPS CODE ENFORCEMENT SOP.**

ROUTINE INSPECTIONS LIST



RULE OF THUMB – IF THE WORK WILL BE COVERED UP, CALL FOR AN INSPECTION FIRST!

SITEWORK:

1. Chemical soil treatment
   a. Comply with and have on site the manufacturer's instructions
   b. Licensed applicator
   c. Provide termite treatment document
2. Asphalt Concrete Paving –
   a. Make available inspection and testing reports from independent inspection service
   b. To be made after final grading
3. Concrete curbs, walks, and paving
   a. Make available inspection and testing reports from independent inspection service
   b. To be made after final grading
4. Potable Water Piping System
   a. Excavation and depth of burial, backfill
   b. Inspector to witness hydrostatic tests
   c. Utility identification tape is installed
   d. Provide certification of disinfection
5. Sanitary Sewer System
   a. Excavation and depth of burial, backfill
   b. Inspector to witness hydrostatic tests
   c. Utility identification tape is installed
6. Demolition inspections
   a. First inspection shall be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exit during or after demolition operations.
   b. Final inspection to be made after all demolition work is completed.

BUILDING:

1. Foundation inspection – To be made after trenches are excavated and forms erected and shall at a minimum include the following building components: a. Stem-wall
   b. Monolithic slab-on-grade
   c. Piling/pile caps
   d. Footers/grade beams
2. Concrete Work
   a. The following documents shall be made available on site for review:
      i. A/E approved submittals and shop drawings
      ii. Lightweight concrete – Insulating concrete applicator's job log
      iii. Concrete mix designs
      iv. Soil density test reports
      v. Soil treatment application
      vi. Concrete test reports – slump tests and strength tests
      vii. Structural precast inspection report
      viii. Threshold inspection reports
   b. Inspection items prior to concrete placement:
      i. Reinforcing steel grounding (electrical)
      ii. Reinforcing steel work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.
      iii. Penetrations through or under footings
      iv. Vapor barrier
      v. Formwork

vi. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

c. Lightweight insulating concrete:
   i. Workability test
   ii. Fastener withdrawal resistance tests
   iii. Drainage test

3. Masonry
   a. Compliance with A/E approved shop drawings and submittals; to be available on site b. Head and bed joints
   c. Lintels
   d. Weep-holes
   e. Waterproofing
   f. Insulation
   g. Installation of wall ties
   h. Bracing of masonry
   i. Masonry protection
   j. Inspection portals
4. Metals
   a. Compliance with A/E approved shop drawings and submittals; to be available on site.
   b. Verification of welder's certification
   c. Structural frame work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official.
   d. Independent testing lab reports shall be made available for review on site.
   e. Threshold inspection reports shall be made available for review on site.
5. Framing inspection – To be made after the roof, all framing, fire-blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:
   a. Window/door framing
   b. Vertical cells/columns
   c. Lintel/tie beams
   d. Framing/trusses/bracing/connectors
   e. Draft stopping/fire blocking
   f. Curtain wall framing
   g. Energy insulation
   h. Accessibility.
6. Sheathing inspection – To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components: a. Roof sheathing
   b. Wall sheathing
   c. Sheathing fasteners
   d. Roof/wall dry-in.
7. Roofing inspection – Shall at a minimum include the following building components: a. Dry-in
   b. Insulation
   c. Roof coverings
   d. Flashing
   e. Final inspection of roof shall be made after the building is completed and ready for occupancy.
8. Through-penetration fire-stop systems shall be inspected for compliance with UL listings and details. Fire rated and/or smoke rated construction inspected for compliance with UL details and appropriate signage.
9. Conveying Systems
   a. Compliance with A/E approved shop drawings and submittals; to be available on site. b. Hoistway fire-stop inspection
   c. Elevator/lift certification inspection report (prior to start up)

PLUMBING:

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire-blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. Final inspection shall be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

4. Note: See Section P312 of the Florida Building Code, Plumbing for required tests.

MECHANICAL:

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes. a. Piping, tubing and associated electrical
   b. Connections to equipment and appliances
   c. HVAC equipment
   d. Food service appliances and equipment
   e. Manufacturers' marks, labels and/or plates
   f. Ductwork
   g. Smoke/fire damper tests
   h. Hydronic Piping systems tests
   i. Insulation for both ductwork and piping
   j. Fuel oil piping tests
   k. Kitchen fire suppression hood test
   l. Boiler certification inspection report (prior to start up)
   m. Fire protection and sealing of penetrations
3. Final inspection shall be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

GAS:

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. a. Gas piping pressure tests
   b. System and equipment leakage tests
   c. Automatic gas shut-off by fire alarm in student occupied spaces.
   d. Automatic gas shut-off on activation of fire suppression hood.
   e. Gas piping system grounding (electrical)
   f. Fire protection and sealing of penetrations
   g. Protective sleeves at foundation penetrations
   h. Shut off valves and flow controls
   i. Manufacturers' marks, labels and/or plates
2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection shall be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

FIRE EXTINGUISHING SYSTEMS:

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed. a. Hydrants
   b. Backflow prevention
   c. Stand pipes
   d. Sprinklers
   e. Pipe and fittings, grounding
   f. Valves and flow indicators
   g. Signage
   h. Special systems such as kitchen hood automatic fire extinguishing system
3. Portable Fire Extinguishers
4. Final inspection shall be made after the building is complete, the extinguishing system is in place and properly connected, acceptance tested in accordance with NFPA and the Florida Fire Prevention Code, and the structure is ready for occupancy.

ELECTRICAL:

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
   a. Service and feeders
   b. Related work – site, footings, water piping, etc.
   c. Duct bank
2. Rough-in inspection. To be made after the roof, framing, fire-blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
   a. Installation and removal of temporary wiring
   b. Slab rough-in
   c. Wall rough-in
   d. Above ceiling rough-in (prior to placement of ceiling tiles)
   e. Equipment installations – switchgear (per manufacturer's specs), motors, panel boards, transformers, kitchen equipment, lighting control and dimming systems (per manufacturer's specs), grounding
3. Fire Alarm – See Fire Alarm System Guide in the Appendix
4. Technology Systems – Provide sign off from DCPS Technology Department, i.e. TECHNOLOGY ACCEPTANCE TESTING form.
5. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy. a. Devices
   b. Lighting Fixtures
   c. Emergency systems – generator, transfer switch, lighting and power
   d. Fire alarm – certification of installer, test per Fire Alarm System Guide
   e. Intercom, sound and clock system
   f. Security system

GENERAL:

1. **Inspection requests.** It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.
2. **Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.
3. **"Ceiling Cover Up" Inspections.** Requests for inspections related to ceiling installation and above ceiling work shall be submitted as separate requests as required by the Routine Inspection SOP. For example, separate requests shall be made for above ceiling mechanical, above ceiling electrical, above ceiling fire stop, ceiling grid installation, etc. Failure to separate the different construction trades may result in a FAILED inspection.

RFP No. 18-23/TW

COMMERCIAL BUILDING CODE INSPECTION SERVICES

DUVAL COUNTY PUBLIC SCHOOLS

JANUARY 19TH, 2023



UNIVERSAL® ENGINEERING SCIENCES

5561 Florida Mining Blvd. S
Jacksonville, FL 32257
Brandy Agee - Business Development Manager
p. 904.607.6343
o: 904.296.0757
e: bagee@teamues.com

universalengineering.com

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TAB 1

Executive Summary, Cover Letter and Addendum Acknowledgment

CORPORATE HEADQUARTERS

Universal Engineering Sciences, LLC.
4205 Vineland Rd., Suite L1
Orlando, FL 32811

OFFICE IN CHARGE

5561 Florida Mining Blvd. S
Jacksonville, FL 32257

BRANCH CONTACT

Brandy Agee
Business Development Manager
5561 Florida Mining Blvd. S
Jacksonville, FL 32257
p: 904-607-6343
o: 904.293.0757
e: bagee@teamues.com

ESTABLISHED

Corporation, 1964, Florida

AUTHORIZED IN FLORIDA

1964

OFFICERS

Mike Burke - Chairman of the Board
David Witsken - CEO
Mike Dear - Chief Financial Officer

FEIN

59-1117804

DUNS

06-481-7562

HISTORY OF THE BUSINESS

For nearly six decades, Universal Engineering Sciences (UES) has provided essential engineering services throughout the United States, including Geotechnical Engineering, Construction Materials Testing & Inspection, Code Compliance, Environmental, Occupational Health & Safety, and Building Envelope.

Experienced and proven, UES is considered a pioneer of the industry and stands at the forefront of emerging technology, best practices, and influential legislature.

Our work includes both public and private clients and consists of projects ranging from transportation and healthcare to commercial and education.

Our team of Professional Engineers, Geologists, Environmental Professionals, state certified Building Officials, Plans Examiners, Building Officials, and technical staff have the experience, education, and equipment necessary to provide all of the assessment and monitoring services required for this clients.

OUR VISION

Become the most sought after, respected, and successful engineering firm in the country, by making notable contributions to our industry and the communities in which we live and work. Pioneer groundbreaking solutions, attract the best talent, and foster enriching opportunities for career growth.

OUR MISSION

Provide the highest quality engineering services, built on our strong foundation of deep industry expertise, trusted relationships, superior customer service and agility, and our reputation for safety and quality, in order to ensure the success of our clients and the national growth of our business.

OUR CORE VALUES

- Ethics/Integrity/Trust
- Family Culture /Atmosphere
- Innovation
- Quality/Safety
- Commitment to Our Profession

UNDERSTANDING OUR GROWTH

In early 2020 the geotechnical landscape was forever changed by the unprecedented union of a few like-minded, leading engineering firms. Complementary in professional services, core values, and customer service-centric views Universal Engineering Sciences, Inc., GFA International, Inc., Contour Engineering, and NOVA Geotechnical & Inspection Services merged to form the Universal Engineering Sciences family of companies (UES)—the largest, most experienced, resource-rich organization of its kind in the U.S.

All of the affiliate firms, including GFA, are being branded nationally under the Universal Engineering Sciences name.

UNMATCHED RESOURCES

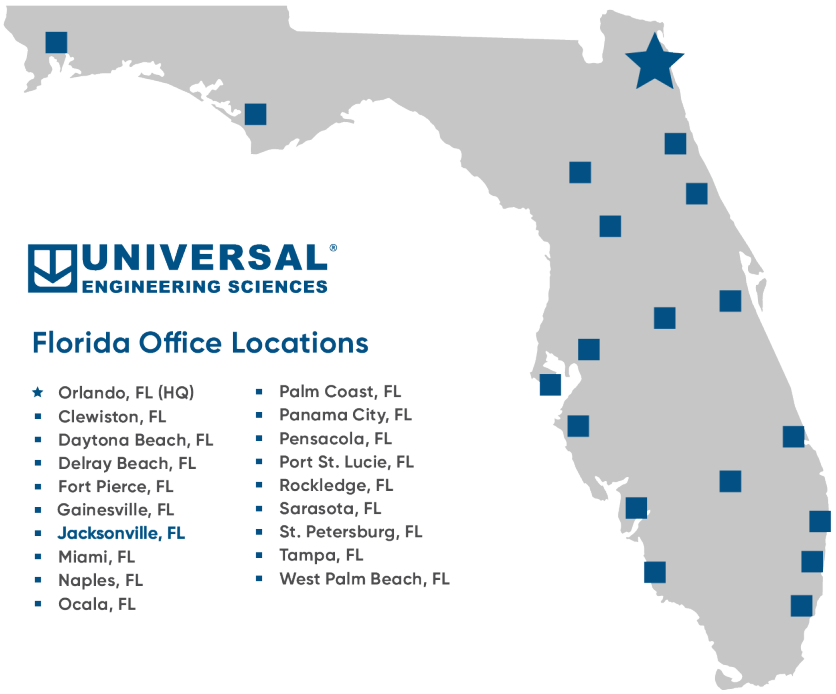
With more than 3,500 professionals and 74 national branches, UES hosts a broad range of services including Environmental Services, Geotechnical Engineering, Construction Materials Testing & Inspection, Code Compliance, Occupational Health & Safety, and Building Envelope.

UES' professional engineers, field technicians, and geologists are registered throughout the United States, holding advanced degrees in their respective professions. Furthermore, we encourage our technicians to develop professional accreditation such as NICET (National Institute for Certification in Engineering Technologies), ACI (American Concrete Institute) certification, and State Departments of Transportation. Our staff is supported by a comprehensive set of resources, including one of the largest fleets of propane-fueled energy-efficient field vehicles, modern high-capacity drill rigs, and state-of-the-art laboratories capable of performing AASHTO (American Association of State Highway and Transportation Officials), ASTM (American Society for Testing and Materials), FM (Fluid Machines), and USACE (United States Army Corp of Engineers) accredited testing on soils, rock cores, and water samples.

THE RIGHT PLACE

Our fully-operational and fully-staffed branches range from California to the DC Metro area to Miami. These strategically located offices meet the needs of our clients by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to the needs of our clients with an immediate allocation of equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.



Date: January 18, 2023

Attention: Duval County Public Schools
Purchasing Services Department
1701 Prudential Drive
Jacksonville, FL. 32207

Reference: Request for Proposal: Commercial Building Code Inspection Services
RFP No. 18-23/TW

Dear Evaluation Committee,

Universal Engineering Sciences (UES) is pleased to submit this response to the Duval County Public Schools for Professional Private Provider Inspection Services for the Master Facilities Plan. We are confident that our team of local professionals can provide you with quality service unmatched within the industry. This proposal will demonstrate our team's vast resources, responsiveness, and commitment to excellence to bring comprehensive and cost-effective solutions and approaches to meet the needs of the School Board. We offer various Inspection services to help our clients manage risk and achieve their goals. Many of our technical consultants are cross-trained, which allows us to develop innovative and economical solutions for regulatory compliance in any industry.

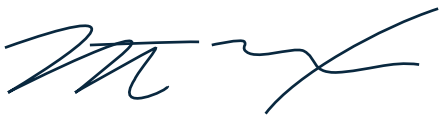
With offices throughout Florida, for nearly 60 years, UES has become a trusted partner with our clients statewide, including many municipalities. We have experience with Schools, City and County governmental entities and are aware of preferred processes and procedures. Our reputation and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have long tenure with the company. An unmistakable passion for excellence is ever present, as is a camaraderie to teach, learn, and contribute to our client's success.

Because of our local staff resources, UES can immediately begin any project for Duval County Public Schools and provide focused, quality, personalized service. We understand that the selected firm must be appropriately qualified, licensed, and be an experienced vendor. Our mission is to provide you with cost-effective, efficient Inspection services that ensure the standard of performance of our industry. Integrity is the cornerstone of our business relationship with all of our clients. Our employees are committed to fulfilling your needs, and the hands-on principal management team is readily available to be of service anywhere at any time. We have dedicated Brandy Agee, Business Development Manager, as the point of contact for this contract.

On behalf of our entire team, we would like to thank you for this opportunity, your time and consideration. We look forward to working as an extension of your team. Please call or email the undersigned if you need to contact us for any reason.

Respectfully Submitted,

Universal Engineering Sciences



Robert Mixson, Department Manager
Jacksonville Branch

rmixson@teamues.com
p:904.296.0757

ADDENDUM ACKNOWLEDGMENT

UES acknowledges Addendum 1 posted on January 17th, 2022

TAB 2

Qualifying Documents

UES BUSINESS LICENSE

Licensee Information	
Name:	UNIVERSAL ENGINEERING SCIENCES, LLC (Primary Name)
Main Address:	3532 MAGGIE BOULEVARD ORLANDO Florida 328116697
County:	ORANGE
License Mailing:	
LicenseLocation:	

License Information	
License Type:	Registry
Rank:	Registry
License Number:	549
Status:	Current
Licensure Date:	04/27/1983
Expires:	

Client#: 251424 UNIVENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carly Underwood	
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.532	FAX (A/C, No):
	E-MAIL ADDRESS: uescerts@greyling.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Universal Engineering Sciences, LLC** 4205 Vineland Road, Suite L1 Orlando, FL 32811	INSURER A : Arch Insurance Company	11150
	INSURER B : Evanston Insurance Company	35378
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB9255700	01/01/2023	05/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Emp. Benefit	$1,000,000
A	AUTOMOBILE LIABILITY			ZACAT9289700	01/01/2023	05/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			ZAWCI9995400	01/01/2023	05/01/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			MKLV7PL0005114	02/01/2022	02/01/2023	Per Claim/Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All named Insureds on Policy

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S5123798/M5123751 CUN01

EXHIBIT 3
COMPOSITE FEDERAL FORMS

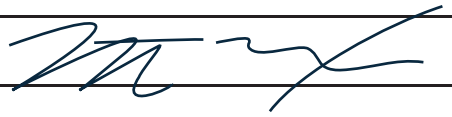
FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract if renewals apply.
6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.
8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders, or requirements.

Contractor: Universal Engineering Sciences

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Robert Mixson

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: Department Manager

EXHIBIT 3
COMPOSITE FEDERAL FORMS

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

Contractor's SIGNATURE/DATE

Robert Mixson - Department Manager
NAME/TITLE

Name of Company: Universal Engineering Sciences

EXHIBIT 3
COMPOSITE FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

Contractor's SIGNATURE

Robert Mixson - Department Manager
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Universal Engineering Sciences

EXHIBIT 3
COMPOSITE FEDERAL FORMS

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the Department Manager of the Jacksonville Branch, a at UES, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. Iam the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firmor person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) Universal Engineering Sciences, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction,involving conspiracy or collusion with respect to bidding, proposing, or offering on any public contract, except as follows:

_____

_____

_____

I attest that Universal Engineering Sciences, understands, and acknowledges that the above representations are material and important, and will be relied on by The School Boardof Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of thetrue facts relating to submission of offers for this contract.

_____ 1/18/23
(Signature) (Date)

TAB 3

Attachment A

RFP Required Response Form

ATTACHMENT A

Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207-3235

Purchasing Services
1701 Prudential Drive
Jacksonville, FL 32207-3235

DUVAL COUNTY PUBLIC SCHOOLS

www.duvalschools.org
PHONE: (904) 390-2000
TDD: (904) 390-2898

PH: (904) 858-4848
FAX: (904 858-4868

Request for Proposals (RFP)
Required Response Form

COMMERCIAL BUILDING CODE INSPECTION SERVICES
RFP No.18-23/TW

This response must be submitted to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Jacksonville, FL 32207, no later than 2:00 p.m. EDT on January 19, 2023 and plainly marked RFP No.18-23/TW. Responses are due and will be opened at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

I, the undersigned vendor have not divulged, discussed, or compared this proposal with any other vendors and have not colluded with any other vendor in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name): Universal Engineering Sciences

ADDRESS: 5561 Florida Mining Blvd. S

CITY, STATE & ZIP CODE: Jacksonville, FL. 32257

AUTHORIZED REPRESENTATIVE: Robert Mixson

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: Department Manager DATE: 1/18/23

CONTACT PERSON: Brandy Agee - Business Development Manager

CONTACT PERSON'S ADDRESS: 5561 Florida Mining Blvd. S., Jacksonville, FL. 32257

TELEPHONE: 904-607-6343 FAX: TOLL FREE:

INTERNET E-MAIL ADDRESS: Bagee@teamues.com INTERNET URL: https://universalengineering.com

VENDOR TAXPAYER IDENTIFICATION NUMBER: 59-1117804

NOTE: Entries must be completed in ink or typewritten. A signature is required.

TAB 4

Attachment C

Office of Economic Opportunity (OEO) Proposed Schedule of Participation

ATTACHMENT C

Alteration of this document in any way may render the respondent's proposal invalid.

OFFICE OF ECONOMIC OPPORTUNITY PROPOSED SCHEDULE OF PARTICIPATION

NOTICE OF NONDISCRIMINATION

The Duval County Public Schools (DCPS) encourages a maximum participation of Small and Minority/Women Business Enterprises in its contract awards, based upon availability. The Board ensures that Duval County PublicSchools and private companies doing business with the DCPS do not discriminate in the awarding of DCPS contracts for construction, procurement of goods and services and professional services on the basis of race, color, sex, or national origin.

SMALL BUSINESS ENTERPRISE PROGRAM AND THE MINORITY/WOMEN BUSINESS PROGRAM

It is the policy of the Duval County Public Schools, as defined in subchapter 7.72 of the Duval County School Board policy, to ensure the equitable participation of Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs), in providing services to the Board under this contract.

This contract will be administered under the **ENCOURAGEMENT METHOD**; in this regard, the proposer shall take all necessary and reasonable steps to ensure that certified SBEs and M/WBEs have an equitable opportunity to compete and perform on this contract. Only firms certified by DCPS's Office of Economic Opportunity (OEO) may be counted towards the proposer's goal achievement. For a listing of certified SBEs and M/WBEs, proposers may contact:

- Duval County Public Schools, Office of Economic Opportunity at(904) 858-4860 or visit www.duvalschools.org/oeo

Please be advised that the awarded contractor will be responsible for submitting a quarterly OEO utilizationreport or a quarterly "Good Faith Efforts" statement to the Office of Economic Opportunity.

I declare that I have read the forgoing conditions, and instructions as revealed in the OEO requirements, andwill comply herein.

Name of Firm: Universal Engineering Sciences

Signature: _____ Title: Department Manager

Print Name: Robert Mixson Date: 1/18/2023

Program Contact: Brandy Agee Phone: 904-607-6343

E-Mail: bagee@teamues.com

SUBMIT THIS FORM WITH YOUR PROPOSAL.

TAB 5

Attachment D

Price Proposal Sheet

ATTACHMENT D
PRICE PROPOSAL SHEET

RFP No. 18-23/TW COMMERCIAL BUILDING CODE INSPECTION SERVICES

Item	Description	A Unit of Measure	B Estimated Units	C Unit Price Per Measure	D Not-to-Exceed Extended Price (Column B x C)
1	Two (2) Full Time Inspectors - Commercial Inspection Services - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	4160	$ 85	$ 3,536.00
2	One (1) Part Time Inspector(s) - Commercial Inspection Services - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	1040	$ 85	$ 884.00
3	One (1) Full Time - Plan Reviewers - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	2080	$ 85	$ 1,768.00
4	One (1) Part Time - Plan Reviewers - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	1040	$ 85	$ 884.00
5	Mileage Reimbursement Allowance (Current IRS Rate)	Miles		$0.625	-
6	Direct Expense Allowance (See Article 8.2)	LS			$6,000.00
7	Additional Services Allowance upon request by DCPS	LS			$12,000.00
8	TOTAL NOT-TO EXCEED FOR ITEMS 1 THROUGH 7 (Represents estimated contract award for one (1) year)				$ 25,072.00

Authorized Signature

1/18/2023
Date Signed

Robert Mixson Department Manager
Authorized Name & Title

TAB 6

Response Narratives

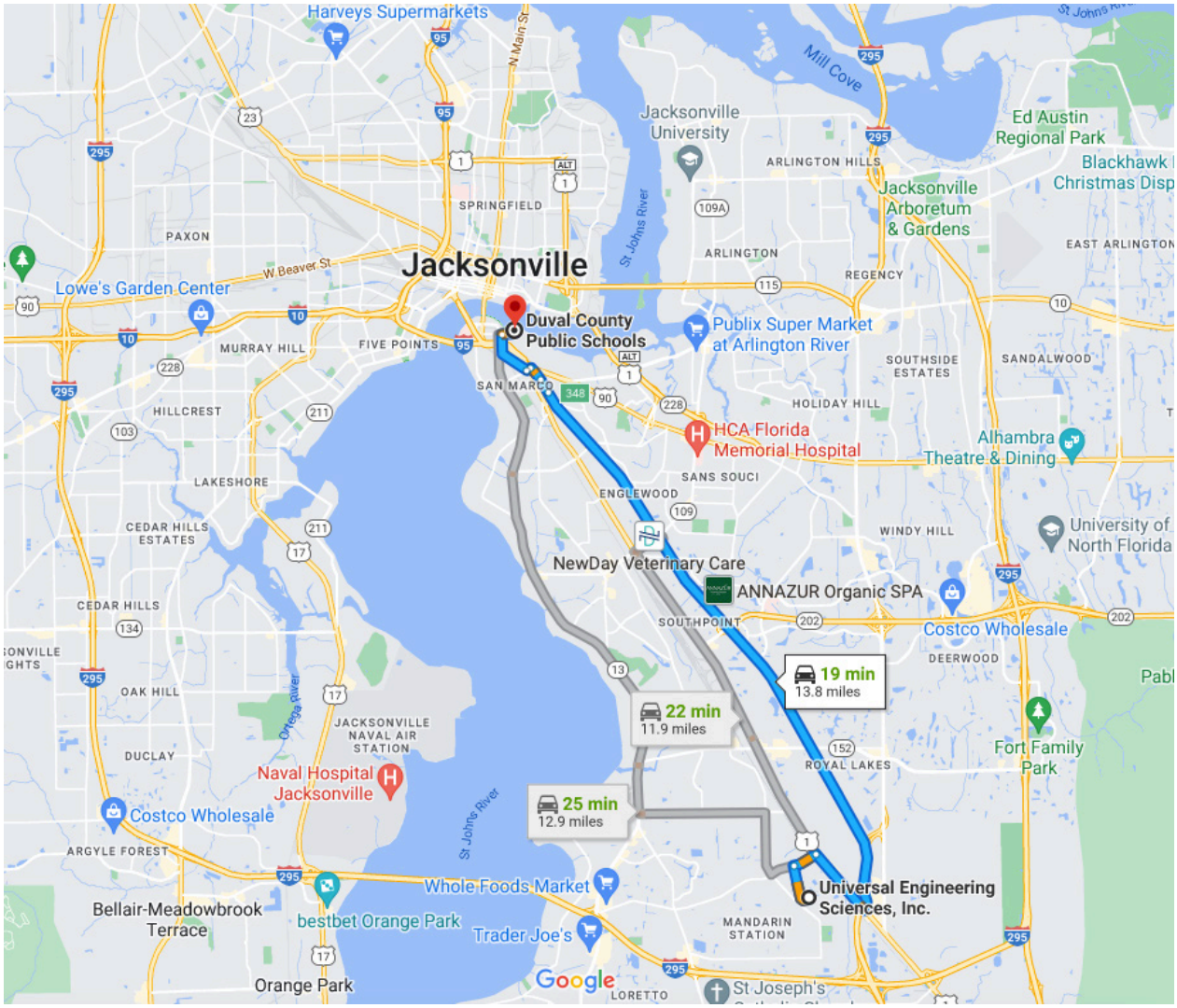
OFFICE LOCATION

The UES Jacksonville branch is conveniently located 13.8 miles/19 minutes from the Duval County Public Schools. Given the close proximity, our team is very familiar with the area, having successfully performed services for multiple projects within the City of Jacksonville and surrounding areas.

UES' Jacksonville personnel are fully capable of commuting to any jobsite within Duval County.

OFFICE IN CHARGE

Jacksonville
5561 Florida Mining Blvd. S
Jacksonville, FL. 32257
Phone: 904.296.0757



EXPERIENCE AND REFERENCES

Client	Services	Reference
Jacksonville Classical Charter School and Jacksonville Classical Charter School East 2043 Forest St and 5900 Atlantic Blvd Jacksonville, FL	UES performed private provider plan review and inspections / commercial structural, mechanical, electrical and plumbing disciplines. Phase I was a new two-story, 88096 square foot building. Phase II was a renovation of a single existing school building, consisting of reworking existing offices, adding restrooms to serve the existing classrooms. Some reallocation of the classroom spaces, general updating of finishes. The addition of a new entry drop off canopy. Phase I was completed in 2019 and Phase II. ***Completed 2022**	The Vestcor Company 3030 Hartley Road Jacksonville, FL 32257 Alex Hepler, Director of Construction ahepler@vestcor.com Cell - 904-874-9740
Idea School 2354 University Blvd N Jacksonville, FL	UES performed all commercial structural, mechanical, electrical and plumbing inspections on the new construction of a two-story 80,928 square foot school located in Jacksonville. Contractor had to add 21 portables at the last minute to meet school opening. UES assisted with all permitting, inspections and Temporary Certificates of Occupancies for quicker occupancy to meet school opening. ***Completed 2022**	Project Management Services, Inc 1822 W Braker Lane Austin, TX 78708 Tim Harvey, Project Manager tharvey@pmsitx.com Cell - 727.331.5229
Bolles Ticket Building and Tower Sign Bolles Highschool 7400 San Jose Blvd Jacksonville, FL	UES is performing all commercial structural, mechanical, electrical and plumbing inspections on a new ticket building, walkway, entry archway and tower sign for Bolles High School. ***Project is still in progress**	Bolles Highschool 7400 San Jose Blvd Jacksonville, FL Melvin Morgan, Facilities Manager melvin-morgan@aramark.com Cell - 504.351.1594
Bolles School Center for Innovation Bolles Highschool 7400 San Jose Blvd Jacksonville, FL	UES is performing all commercial structural, mechanical, electrical and plumbing inspections on an additional three-story 46,500square foot stem building. Building includes classrooms, labs and common spaces. ***Project is still in progress**	Stellar Group 2900 Hartley Road Jacksonville, FL Chris Dawson, Senior Project Manager cdawson@stellar.net Cell – 904.521.8204
KIPP Charter School 7000 103rd St. Jacksonville, FL	UES performed all commercial structural, mechanical, electrical and plumbing inspections on a new addition of a two-story educational building constructed using non-combustible construction type and a fully automatic sprinkler system on a 103rd St., Jacksonville, FL. ***Completed 2022**	Summit Construction Management 3603 Beachwood Court Jacksonville, FL Chris McLaren, Director of Construction chris.mclaren@summitcmgroup.com Cell - 904.509.3580

LEGAL INFORMATION

CASE LIST OF UNIVERSAL ENGINEERING SCIENCES, LLC

Universal has been involved in the following construction-related cases:

PEDRO DEARMAS v. UNIVERSAL ENGINEERING SCIENCES, INC., In the Circuit Court for the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, Case No. 13-CA-010326

This matter was a sinkhole claim which was resolved by a summary judgment in Universal's favor.

FLAGSHIP PARK CONDOMINIUM OWNERS ASSOCIATION, INC. v. D.R. HORTON, INC., and D.R. HORTON, INC. V. UNIVERSAL ENGINEERING SCIENCES, INC., et al., In the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida, Case No. 2013-CA-003314-11E-W

This dispute arose out of the construction of a condominium project known as the Flagship Park Condominiums, located in Seminole County, Florida. D.R. Horton served as the developer and general contractor for the Project. D.R. Horton hired Universal as a third-party inspector for the Project. D.R. Horton served a third-party complaint on Universal, alleging claims for breach of contract, common law indemnity, and contribution. The matter was settled in 2022 for a nominal sum.

ACQUILUS III CONDOMINIUM ASSOCIATION, INC. vs. EAGLE DEVELOPMENT, INC. OF FERNANDINA BEACH, et al., Circuit Court Of The Fourth Judicial Circuit In And For Duval County, Florida, Case No. 2014-CA-2118, Div. CV-A

This matter involved a claim by the Acquilus III Condominium Association, Inc. ("Association") against Universal and others for construction defects in the subject condominium. Universal performed threshold inspection services, which consist of inspection of the structural elements of the building. The Association's claims centered on issues of water intrusion. It is rare for defects in structural elements to be implicated in water intrusion cases, and as a result the case settled at mediation for a nominal amount.

MARK E. CALLAHAN AND MARISA CALLAHAN vs. GATOR DELRAY, LC, et al., Circuit Court Of The 15th Judicial Circuit In And For Palm Beach County, Florida, Case No.: 2015 Ca 002300

The plaintiffs in this matter voluntarily dismissed Universal on January 20, 2017. Neither Universal nor its insurance carrier paid any compensation to plaintiffs.

ROBERT MATTHEW MAUGHON and LORI MAUGHON vs. CITIZENS PROPERTY INSURANCE CORPORATION and UNIVERSAL ENGINEERING SCIENCES, INC., Circuit Court Of The Thirteenth Judicial Circuit, In And For Hillsborough County, Florida, Case No. 15-CA-006019 Div. J

This matter was a sinkhole claim that was dismissed by the court for lack of prosecution by the plaintiffs. Neither Universal nor its insurance carrier paid any compensation to plaintiffs.

KB HOME TAMPA LLC vs. QUATTRONE & ASSOCIATES, INC. and UNIVERSAL ENGINEERING SCIENCES, INC., CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT, IN AND FOR LEE COUNTY, FLORIDA, Case No. 2017-CA-000282

KB Home was sued by its site contractor for extra work that was required due to excess rock in the fill for the project. KB Home filed a third party complaint against Universal. Universal was hired by KB Home to perform compaction tests on the building lots where the fill was placed, but was not hired to address any rock in the fill. The excess rock was not visible from the surface of the lots. The case was settled for a nominal amount within Universal's deductible.

SCHOONER COVE CONDOMINIUM ASSOCIATION OF TAMPA, INC. vs. ***D.R. HORTON, INC., et al; Circuit Court Of The 13th Judicial Circuit, In And For Hillsborough County, Florida, Case No. 2016-CA-004687***

This matter concerned a construction defect case brought by the Schooner Cove Condominium Association against the project's developer D.R. Horton, Inc. Horton brought Universal into the case in July 2016 along with 23 other subcontractors to Horton. Universal acted as a "private provider" building inspector on the project, essentially stepping into the role normally occupied by the City of Tampa Building Department. There were 84 separate buildings on the project. Universal acted as a private provider inspector on only 3 of the buildings very early in the project and then had no further involvement in the project. Consequently, the case was settled with a nominal payment by Universal's carrier to Horton.

UNIVERSAL ENGINEERING SCIENCES, INC. vs. PHILIP SUTHERLAND, Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, Case No. 16-CA-7679

Universal commenced this matter in August 2016 against Sutherland, a former Director of Universal's Building Inspection Department, in order to enforce non-compete and non-disclosure agreements Sutherland had entered into with Universal. Sutherland counterclaimed in December 2016, alleging that Universal violated the Family Medical Leave Act by interfering with his rights, and retaliating against Sutherland in the attempted exercise of his FMLA rights, and for tortious interference with

Sutherland's relationship with his subsequent employer. The case was tried to a jury in October 2019. The jury found for Universal and enforced its non-compete and non-disclosure claims. The jury found for Sutherland on his FMLA claim. Universal's employment practices insurance carrier paid the Sutherland judgment.

PROFESSIONAL SERVICE INDUSTRIES, INC. vs. UNIVERSAL ENGINEERING SCIENCES, INC., et al., United States District Court for the Eastern District of Virginia, Alexandria Division, Case No. 1:19-cv-00188

This matter concerned claims by Professional Service Industries, Inc. ("PSI") that three individual Universal employees, also defendants to the action, violated their purported non-compete and non-disclosure agreements with PSI by going to work for Universal. PSI sued Universal, claiming that Universal benefitted from the supposed breaches by the individual defendants, and asserted a variety of claims against the individual defendants and Universal. The matter was settled in September 2019 by PSI dropping its non-compete/non-disclosure claims in return for a settlement funded by Universal's employment practices insurance carrier.

STRONG ROAD PRODUCTS V. UNIVERSAL ENGINEERING SCIENCES, INC., Case No. CV-1866, Sixth Judicial District Court, Weston County, Wyoming

This case was pending in Wyoming and involved purported engineering advice given by Universal to the plaintiff. The case was settled by the payment of a nominal amount by Universal's insurance carrier inasmuch as the plaintiff never hired Universal directly, and Universal's client which the plaintiff had hired was no longer in business.

***LETITIA ZAVALA V. MARRIOTT INTERNATIONAL, et al.,* Case No. 2019-CA-9781-O, Ninth Judicial Circuit, Orange County Florida**

***KALA GURLEY V. MARRIOTT INTERNATIONAL, et al.,* Case No. 2019-CA-10855-O, Ninth Judicial Circuit, Orange County Florida**

***VERNON BROWN V. MARRIOTT INTERNATIONAL, et al.,* Case No. 2019-CA-7825-O, Ninth Judicial Circuit, Orange County Florida**

The Zavala and Gurley cases are wrongful death cases. The Brown case is a personal injury case. All three cases arise out of a shoring collapse at a Marriott hotel under construction at Bonnet Creek near Disney. Universal was performing threshold inspections, which does not include inspection of the shoring installation. A separate engineer inspected the shoring installation and certified in writing that it was in accordance with the permitted plans and specifications. Unknown to Universal, but known to the shoring inspector, the contractor had changed the design of the shoring without approval from the

UNIVERSAL ENGINEERING SCIENCES
Geotechnical Engineering
Construction Materials Testing & Inspection
Code Compliance
Occupational Health & Safety
Environmental
Building Envelope

shoring design engineer. By law Universal is entitled to rely on the shoring inspector's certification. The change in the design caused the collapse. The matter is still in active litigation.

***MARIA DAVILLA V. ODEBRECHT CONSTRUCTION, et al*., Case No. 2019-002867-CA-01 Eleventh Judicial Circuit, Miami-Dade County Florida**

This case concerned an automobile accident which occurred on the Krone Avenue Extension project in Miami. Universal was performing inspections and materials testing on the job. There were no Universal employees involved in the accident or even on the jobsite at the time the accident occurred. Universal had no responsibility for jobsite safety, and nothing that Universal inspected or tested was involved in the accident. Two employees of the general contractor Odebrecht were engaged in a drag race on the jobsite. The cars bumped and one of the cars veered into another worker who was getting into his car, killing him. Due to Universal's lack of involvement in the matter, Universal's insurance carrier settled the case for a nominal amount.

***UNIVERSITY OF FLORIDA BOARD OF TRUSTEES V. ANTHONY J. BROWN, et al.,* Case No. 2018-CA-2526, Eighth Judicial Circuit, Alachua County Florida**

This case involved underground expansive clays, which can expand when wet and shrink when dry, thereby potentially causing distress to building foundations. Universal performed a geotechnical subsurface exploration for the University and reported the existence of expansive clays on site, and provided recommendations for dealing with the clays. The design structural engineer failed to follow the recommendations. Water penetrated the clays under the building, the clays swelled, and damage resulted. The University sued the contractor, architect, civil engineer, structural engineer, and Universal, among others. The case settled in mediation in October 2021 for significant contributions from all defendants.

***FLAGLER COUNTY V. UNIVERSAL ENGINEERING SCIENCES, LLC, et al,* Case No. 2021 CA 000130, Seventh Judicial Circuit, Flagler County Florida**

In this case, Universal performed a limited building condition assessment for Flagler County pursuant to a continuing services contract and a work authorization executed in accordance with the contract. Universal assessed the condition of what was then a Sears Appliance Store that Flagler County had under contract to purchase. The assessment did not cover mold or water intrusion unless same was open and obvious. The building owner actively covered up existing water damage to the walls with materials intended to look like drywall, and much of the interior walls of the building were also hidden by appliances. When the building was cleared out after the purchase had closed, the hidden water damage was revealed. The case is in ongoing litigation.

***HERITAGE ISLE DISTRICT ASS'N V. LENNAR HOME LLC,* Case No. 05-2019-CA-0 32762, Eighteenth Judicial Circuit, Brevard County, Florida**

This matter involves a subdivision in Melbourne, Florida developed by Lennar. Universal contracted with Lennar for a variety of services, primarily construction materials testing, building lot density testing, and groundwater monitoring. The chief complaint of the plaintiff concerns the subdivision roads, which are deteriorating due to high groundwater levels affecting the subbase and the pavement courses. Universal did not design or construct the roadway system. The matter is in active litigation and Universal denies liability for any damages claimed by Lennar.

***MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC. v. LENNAR HOMES, LLC, et al.,* Fourth Judicial Circuit, Duval County, Florida, Case No.: 2022-CA-4203 – Div. CV-A**

This matter commenced on November 8, 2022 with the receipt by Universal of an amended complaint from plaintiff Montevilla at Bartram Lakes Association, Inc. The case involves vaguely specified construction defect allegations against approximately 88 defendants. Universal's only apparent involvement with the project consisted of performing lot density testing. Since the case has only recently been filed, Universal has limited information regarding the case and the project at issue.

***LOUIS GUARNO and DAWN GUARNO v. W.L. HARPER CONSTRUCTION INC. et al.,* Fourth Judicial Circuit, Duval County, Florida, Case No.: 2021-CA-001775 – Div. CV-H**

This matter was initially filed in 2021. Universal was first named in the Second Amended Complaint which was served on Universal on December 5, 2022. Plaintiffs have alleged various construction defects in the construction of their primary residence. Universal acted as a "private provider" building inspector on the project, essentially stepping into the role normally occupied by the City of Jacksonville Building Inspection Division. Plaintiffs are alleging that Universal was negligent and failed to comply with their duties as a "private provider". The matter is in active litigation and Universal denies liability for any damages claimed by Plaintiff.

The following claims or cases involve either workers' compensation claims or automobile liability cases, both of which are covered by insurance. These claims have been or will be resolved within the limits of the applicable insurance policies. There are no outstanding or unpaid judgments against Universal.

UNIVERSAL ENGINEERING SCIENCES

Geotechnical Engineering
Construction Materials Testing & Inspection
Code Compliance
Occupational Health & Safety
Environmental
Building Envelope
ction

Universal has been involved in the following workers' compensation claims:

Troy Cuevas v. UES, OJCC Case No. 22-027703MES

Anthony Mendoza v. UES, OJCC Case No. 21-000131TWS

William McColman v. UES, OJCC Case No. 20-023482CJS

Daniel Warren v. UES , OJCC Case No.: 22-020279NPP

Universal has been involved in the following automobile liability claims:

Anna Marie Tait v. UES and George Ephrem, Case No. 2021CA000168, Fourth Judicial Circuit, Clay County, FL

Antonio Saul Santiago v. UES and Martin Castro, Case No. 22-CA-006177, Thirteenth Judicial Circuit, Hillsborough County, FL

Marta Wladyczka v. Adrian Garcia UES and State Farm, Case No. 2021-CA-007347

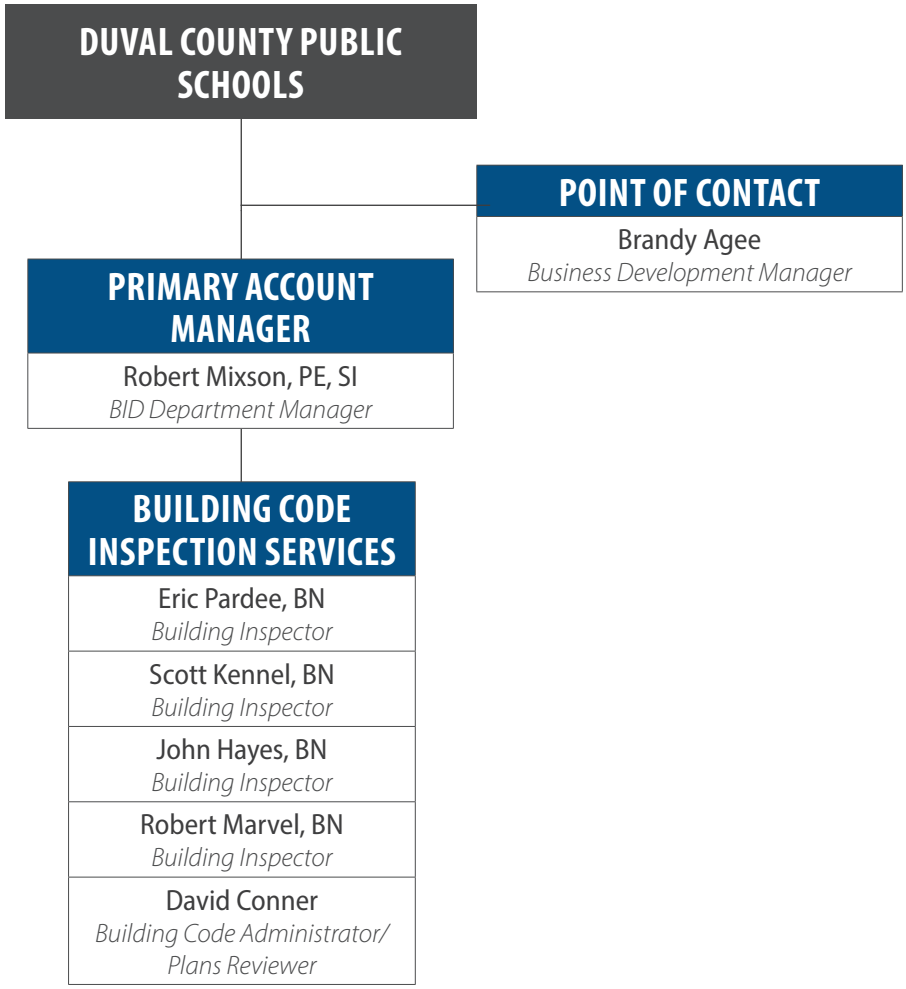
Samantha Sigmon and Jeremy Sigmon v. Michael Zimmerman and UES, Case No. 2019-CA-00218, Fourth Judicial Circuit, Duval County, FL

Cheryl A. Benn v. David C. Garmany and UES, Case No. 2020-CA-003532-O, Ninth Judicial Circuit, Orange County, FL

Mahendra Appadu v. UES and Bailey Grant, Case No. 2020-CA-001314-O, Ninth Judicial Circuit, Orange County, FL

Bridgette Rieck v. Antonio Ramerez and UES, Case No. 2020-CA-10307-O, Ninth Judicial Circuit, Orange County, FL

ORGANIZATIONAL CHART OF KEY PERSONNEL



STAFF AVAILABILITY

Team Member	March 2023-2024	March 2024-2025
Robert Mixson, PE, SI	✓	✓
Eric Pardee, BN	✓	✓
Scott Kennel, BN	✓	✓
John Hayes, BN	✓	✓
Robert Marvel, BN	✓	✓
David Conner	✓	✓

UES does not have any conflicts of interest and is fully available to provide services for the Duval County Public Schools.

Robert C. Mixson, PE, SI

BID Department Manager/ Primary Account Manager

Education

Master of Engineering in Civil Engineering, University of Florida

Bachelor of Science in Civil Engineering, University of Florida

Years of Experience

17

Licenses

- Professional Engineer, FL, NC

PROJECT EXPERIENCE

IDEA Charter Bassett Road School
Jacksonville, FL
Construction materials testing for an educational facility

KIPP Golfair
Jacksonville, FL
Private provider inspections and geotechnical evaluation for an educational facility

KIPP Charter School 103rd
Jacksonville, FL
Construction materials testing for an educational facility

JU Basketball Training and Performance Center
Jacksonville, FL
Construction materials testing for an educational facility

Bolles Ticket Building and Tower Sign
Jacksonville, FL
Construction materials testing for an educational facility

Bolles Center for Innovation
Jacksonville, FL
Construction materials testing for an educational facility

River City Science Academy - San Pablo
Jacksonville, FL
Phase I environmental site assessment for an educational facility

River City Science Academy - Bayard
Jacksonville, FL
Phase I environmental site assessment for an educational facility

RCSA Bayard Campus
Jacksonville, FL
Provide private provider inspections for an educational facility

GOCA Arts Building
Jacksonville, FL
Provide private provider plan review of an educational facility

Christian Eric Pardee

Building Inspector

Mr. Pardee served as inspector and plan reviewer as well as Interim CBO at the City Of Jacksonville Building Department. He came to UES in 2014 as a PPI inspector. Eric is a Licensed Building Inspector as well as a Building Code Administrator (Chief Building Official) and Licensed Plans Reviewer.

Years of Experience

35

Licenses

- Building Official License
- Building Inspector, One and Two Family Dwelling
- Mechanical Plans Examiner
- Mechanical Inspector
- State Air Conditioning and Heating Contractor
- HVAC Journeyman in Duval and St. Johns counties
- FEMA Certifications- 70 certifications completed

Certifications

- Certified State of Florida vocational instructor for heating and air conditioning for the NEFBA Apprenticeship program

PROJECT EXPERIENCE

IDEA Charter Bassett Road School
Jacksonville, FL
Construction materials testing for an educational facility

KIPP Golfair
Jacksonville, FL
Private provider inspections and geotechnical evaluation for an educational facility

St. Johns Classical
Middleburg, FL
Construction materials testing for an educational facility

Bolles Center for Innovation
Jacksonville, FL
Construction materials testing for an educational facility

Bolles Ticket Building and Tower Sign
Jacksonville, FL
Construction materials testing for an educational facility

Bolles Pool and Pool Restrooms
Jacksonville, FL
Building inspections for an educational facility

Bolles Pavillion
Jacksonville, FL
Geotechnical evaluation - foundation recommendations and design

Seaside Charter School
Jacksonville, FL
Private provider plan review

JU Basketball Training and Performance Center
Jacksonville, FL
Construction materials testing for an educational facility

JU Williams Residence Hall Phase 2
Jacksonville, FL
Private provider inspections for the renovations of a residence hall

JU Dolphin Dorms
Jacksonville, FL
Construction materials testing for an educational facility

Jacksonville Municipal Stadium
Jacksonville, FL
Plan review, building and mechanical inspections

Swisher Building Visual Inspections for Jacksonville University
Jacksonville, FL
Private provider inspections

Knights Sports Complex - Episcopal School of Jacksonville
Jacksonville, FL
Private provider inspections and plan review for sports complex

City of Fernandina Beach
Fernandina Beach, FL
Private provider plan review

Scott Kennel

Building Inspector

Scott Kennel has 30 years of experience in the construction industry. His skills set encompass problem solving strategies, able to identify problems and implement corrective processes. Scott has also 21 years of supervisory experience and the understanding of how to motivate employees to perform at the best of their ability.

Years of Experience

30

Licenses

- Standard Plans Examiner
- Standard Building Inspector

Certifications

- Welding

PROJECT EXPERIENCE

IDEA Charter Bassett Road School
Jacksonville, FL
Construction materials testing for an educational facility

IDEA Charter School - University Blvd
Jacksonville, FL
Construction materials testing for an educational facility

KIPP Golfair
Jacksonville, FL
Private provider inspections and geotechnical evaluation for an educational facility

Bolles Center for Innovation
Jacksonville, FL
Construction materials testing for an educational facility

KIPP Golfair
Jacksonville, FL
Private provider inspections and geotechnical evaluation for an educational facility

JU Basketball Training and Performance Center
Jacksonville, FL
Construction materials testing for an educational facility

JU Williams Residence Hall Phase 2
Jacksonville, FL
Private provider inspections for the renovations of a residence hall

JU Dolphin Dorms
Jacksonville, FL
Construction materials testing for an educational facility

Jacksonville Classical Academy East
Jacksonville, FL
Private provider inspections for the renovations of a residence hall

Jacksonville Classical Academy
Jacksonville, FL
Geotechnical evaluation for an educational facility

Flagler College Dorm and Parking Garage
St. Augustine, FL
Mr. Kennel performed structural steel inspections on steel framing components.

John Hayes

Building Inspector

John Hayes has 34 years experience in the Electrical trade. Also, approximately 10 years experience as a Certified Electrical Inspector.

Years of Experience

34

Licenses

- Standard Inspector, FL

PROJECT EXPERIENCE

Bolles Ticket Building and Tower Sign
Jacksonville, FL
Construction materials testing for an educational facility

Bolles Center for Innovation
Jacksonville, FL
Construction materials testing for an educational facility

River City Science Academy - San Pablo
Jacksonville, FL
Phase I environmental site assessment for an educational facilit

River City Science Academy - Bayard
Jacksonville, FL
Phase I environmental site assessment for an educational facility

IDEA Charter Bassett Road School
Jacksonville, FL
Construction materials testing for an educational facility

IDEA Charter School - University Blvd
Jacksonville, FL
Construction materials testing for an educational facility

St. Johns Classical
Middleburg, FL
Construction materials testing for an educational facility

Jacksonville Classical Academy East
Jacksonville, FL
Private provider inspections for the renovations of a residence hall

Jacksonville Classical Academy
Jacksonville, FL
Geotechnical evaluation for an educational facility

Beaches Episcopal
Jacksonville, FL
Construction materials testing for an educational facility

Robert Marvel, BN

Building Inspector

Mr. Marvel has fourteen years experience of building inspections and plan review experience. He was employed by St. Johns County, Florida for twelve of those years. He currently performs commercial inspections locally on a daily basis.

Years of Experience

14

Licenses

- Building Inspector
- Mechanical Inspector
- Electrical Inspector
- Plumbing Inspector
- Standard Plans Examiner
- Electrical Plans Examiner

PROJECT EXPERIENCE

Bolles Center for Innovation
Jacksonville, FL

Construction materials testing for an educational facility

KIPP Golfair
Jacksonville, FL

Private provider inspections and geotechnical evaluation for an educational facility

IDEA Charter Bassett Road School
Jacksonville, FL

Construction materials testing for an educational facility

IDEA Charter School - University Blvd
Jacksonville, FL

Construction materials testing for an educational facility

River City Science Academy - Bayard
Jacksonville, FL

Phase I environmental site assessment for an educational facility

David Conner

Building Code Administrator/ Plans Reviewer

Education

MB Wayne State College, Wayne, NE

BS Building Construction Management, University of North Florida, Jacksonville, FL

Years of Experience

25

Licenses

- Licensed General Contractor, Florida DBPR
- Licensed Roofing Contractor, Florida DBPR

Certifications

- PX Certification, Florida DBPR, Building, Mechanical, Electrical and Plumbing
- BN Certification, Florida DBPR, Building, Mechanical, Electrical and Plumbing
- BU Certification, Florida DBPR, Building Code Administrator
- Over 20 ICC Certificates

PROJECT EXPERIENCE

IDEA Charter Bassett Road School
Jacksonville, FL

Construction materials testing for an educational facility

IDEA Charter School - University Blvd
Jacksonville, FL

Construction materials testing for an educational facility

Seaside Charter School
Jacksonville, FL

Private provider plan review

St. Johns Classical
Middleburg, FL

Construction materials testing for an educational facility

Belmont Academy
Lake City, FL

Building inspections for an educational facility

Jacksonville Classical Academy East
Jacksonville, FL

Private provider inspections for the renovations of a residence hall

Jacksonville Classical Academy
Jacksonville, FL

Geotechnical evaluation for an educational facility

Ridgeview High School Cafeteria Expansion Phase II
Orange Park, Florida

This $1.7 million project consisted of constructing a new one-story cafeteria addition and interior renovation. William served as Senior Building Inspector for the project. He was responsible for performing building and roofing inspections.

LICENSES/CERTIFICATIONS

Robert Mixson

Licensee Information

Name:	MIXSON, ROBERT CLARK (Primary Name)
Main Address:	2671 SADIES COVE COURT JACKSONVILLE Florida 32223
County:	DUVAL
License Mailing:	2671 SADIES COVE COURT JACKSONVILLE FL 32223
County:	DUVAL

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	79217
Status:	Current,Active
Licensure Date:	05/28/2015
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	05/28/2015
Special Inspector	12/16/2020

Scott Kennel

Licensee Information

Name:	KENNEL, SCOTT GREGORY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN5848
Status:	Current,Active
Licensure Date:	06/27/2007
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	06/27/2007

Licensee Information

Name:	KENNEL, SCOTT GREGORY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3240
Status:	Current,Active
Licensure Date:	04/30/2009
Expires:	11/30/2023

Special Qualifications	Qualification Effective
Building	04/30/2009

Christian (Eric) Pardee

Licensee Information

Name:	PARDEE, CHRISTIAN ERIC (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	214 HOGAN STREET NORTH JACKSONVILLE FL 32202
County:	DUVAL

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1699
Status:	Current,Active
Licensure Date:	06/07/2010
Expires:	11/30/2023

Licensee Information

Name:	PARDEE, CHRISTIAN ERIC (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	5561 FLORIDA MINING BLVD SOUTH JACKSONVILLE FL 32257
County:	DUVAL

License Information

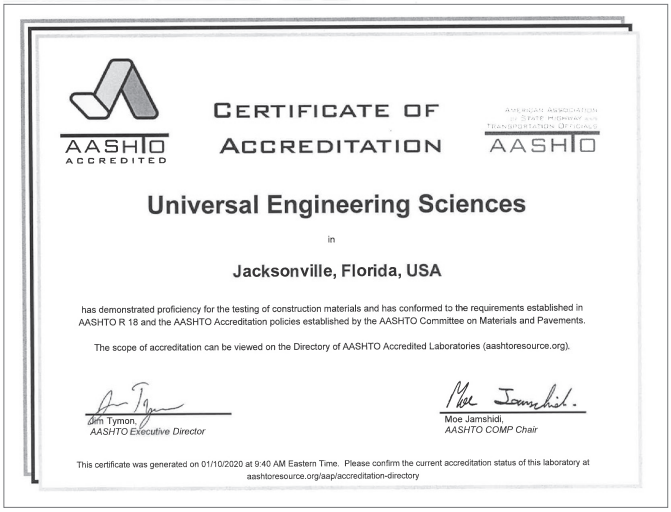
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN2341
Status:	Current,Active
Licensure Date:	10/26/1995
Expires:	11/30/2023

Licensee Information

Name:	PARDEE, CHRISTIAN ERIC (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	1572 PENMAN ROAD SUITE 2 JACKSONVILLE BEACH FL 32250
County:	DUVAL

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3234
Status:	Current,Active
Licensure Date:	04/24/2009
Expires:	11/30/2023



AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AASHTO

Universal Engineering Sciences

in

Jacksonville, Florida, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jon Tymon, *AASHTO Executive Director*

Moe Jamshidi, *AASHTO COMP Chair*

This certificate was generated on 01/10/2020 at 9:40 AM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aasp/accreditation-directory

William (Bill) Kerrick

Licensee Information

Name:	**KERRICK, WILLIAM D (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN6148**
Status:	**Current,Active**
Licensure Date:	**06/06/2008**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**06/06/2008**
Residential	**06/06/2008**

Licensee Information

Name:	**KERRICK, WILLIAM D (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3203**
Status:	**Current,Active**
Licensure Date:	**01/28/2009**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Building	**01/28/2009**

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

William Kerrick

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

Chairman

May 15, 2009
Date Issued

Peter Templeton, President

Robert Marvel

Licensee Information

Name:	**MARVEL, ROBERT EDWARD (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN4957**
Status:	**Current,Active**
Licensure Date:	**03/25/2005**
Expires:	**11/30/2023**

Licensee Information

Name:	**MARVEL, ROBERT EDWARD (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX3622**
Status:	**Current,Active**
Licensure Date:	**07/20/2015**
Expires:	**11/30/2023**

Special Qualifications	Qualification Effective
Electrical	**07/20/2015**

John Hayes

Licensee Information

Name:	**HAYES, JOHN THOMAS (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Location:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN3079**
Status:	**Current,Active**
Licensure Date:	**12/09/1997**
Expires:	**11/30/2023**



UES' CAPABILITIES AND APPROACH

UES' CAPABILITIES

UES is well-versed in the nuances of Florida statutory code compliance and has experience in providing both private provider code compliance services and city/county building department services. UES understands the nature and scope of the services to be provided and has the capability to comply with all terms and conditions of this RFP.

With a growing demand for construction plan review and inspection services, UES has become the most reliable, cost-effective firm of choice for government extension-of-staff, focusing on assisting our clients in improving their level of service to the community while simultaneously reducing their cost of doing business.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and any other applicable Chapters of the County Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass our clients' expectations.

UES understands that is this role of a dependable, customer service driven resource, that we will be providing commercial building code inspection services and review of all types of construction plans. We are currently providing identical as-needed plan review support for multiple municipalities, making UES uniquely qualified and experienced for this contract.

The Building Official will provide administration, enforcement, and interpretation of local and state codes during all phases of construction. We will exercise a superior level of professional judgment when resolving any issues that may arise.

UES' staff is professional in every way—our goal is to blend in seamlessly, representing the County with professional and courteous service and become an asset to the Building Official. All staff will accept direction and instructions, while performing their responsibilities independently and in a professional manner with minimal supervision required. UES conducts training and mentoring throughout the year to ensure that this concept is followed by appropriate actions. Hiring professional, reliable staff is the base to providing exceptional service.

Our Inspectors are all equipped with late model vehicles with a mobile computing solution and outfitted with the latest upgrades in hardware and software. This provides our team with enhanced communication abilities. The mobile system allows the inspector to provide real time inspection results and other documents in the field. In addition, every employee is equipped with a smart phone which numbers are shared with our municipal partners and customers.

It is UES' obligation to be cost conscious in our attempts to ensure that our clients' needs are met. We are responsive to those needs without compromising the integrity of our work and have developed an effective process of partnering with our clients throughout the term of our contracts. It is our mission to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the County with a level of comfort knowing that UES views cost management as a critical concern.

UES maintains full management control over the scheduling and quality of our work. Should a problem arise, we would urge your representative to contact our Senior Management and/or Principals for immediate resolution.

You can be assured that if selected for this contract, UES will provide the County with exceptional service.

RESOURCES



UES' professional engineering consultants consist of state-licensed plan examiners, engineers and architects, and certified building officials. Our Building Inspection Department (BID) staff of licensed professionals and certified inspectors can quickly become an extension of your team by seamlessly integrating themselves into your workflow.

They may be counted on to increase the manageability of the permitting and construction process and to handle the complexities of code compliance.

In this era of evolving state-wide Florida Building Code, it is critical to have inspectors and plan reviewers knowledgeable about the latest regulatory statutes.

We also understand that rapid turnaround time on plan review and inspections can represent significant savings to developers, owners, and contractors and it is our duty to identify and apply value engineering opportunities whenever possible.

Our team's in-depth experience and ability to respond to a project's needs by extending our staff and resources results in a much more fiscally-lean and efficient task.

- Professional engineers and architects
- Building code administrators
- General contractors
- Fire safety inspectors
- Licensed plans examiners and inspectors

UES' APPROACH

PLAN REVIEW AND PERMITTING

UES' Building Official will review all applications for compliance with the submittal requirements, including as-built surveys, field revisions, design professional letters, elevation designations, contractors information, as well as obtaining the other necessary agency approvals. The plans will then be routed to the appropriate UES Plans Examiner to obtain the necessary technical reviews for compliance with the Florida Building Code (FBC).

The technical review process will begin no later than one business day after the submittal of a completed application and recording of same. UES will record plan review comments in a "Comment Spreadsheet" referencing the sheet number, comment, and code reference. The comments will remain "open" until resolved by the design teams.

When requested, UES staff will meet with architects, engineers, contractors, and other permit holders, to discuss any questions or problems concerning plans reviews and inspections. UES will also assist architects/engineers, contractors, and permit holders on building permitting and inspection issues.

A building permit will be issued by the UES' Building Official once he has reviewed and processed construction plans and it is determined that the permit application and supporting documents are in compliance with all governing codes. The permit holder will then be notified as to what corrections are required to the plans and documents in order to meet the FBC and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

BUILDING OFFICIAL SERVICES

We understand that we will be providing Building Official Services for the County on an as-needed basis. All of our building officials are certified through the state of Florida as Building Code Administrators. Many hold several additional certifications, such as those for fire and electrical.

Building Official duties include:

- Plan review (Commercial & Residential), building inspections (Commercial & Residential), and supervising the activities of the Building Department
- Conduct, coordinate, and perform all inspections and plan review duties in the following disciplines: building, residential, existing building, mechanical, electrical, plumbing, accessibility, energy conservation, and fuel gas.
- Apply knowledge of Florida Building Code, government policies, and office procedures to the day-to-day functions of the Building Department.
- Provide support and guidance for administrative staff questions.
- Provide technical assistance to field inspectors in all matters relating to building.
- Communicate official programs, policies, and procedures to general public.
- Perform in-field inspections.
- Process paperwork for Building Code issues.
- Site plan research regarding new developments.
- Attend staff, commission, and professional organization meetings.

INSPECTION CREDENTIALS:

- Master Code Professional (International Code Council)
- Certified Building Official (International Code Council)
- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

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- Provide technical assistance to field inspectors in all matters relating to building.
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INSPECTION CREDENTIALS:

- Master Code Professional (International Code Council)
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- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

UES IS CAPABLE OF PROVIDING THE FOLLOWING BUILDING CODE SERVICES:

- Private Provider Inspection and Plan Review Services
- Quality Assurance Services
- Punchlist Origination Services
- Threshold/Balcony Inspection Services
- Due Diligence/ Property Condition Assessment Services
- Window Testing
- Blower Door Testing
- Sound Measurements
- Stucco Evaluations
- Photometric Studies
- Green Building Evaluation

ON-SITE PLANS EXAMINERS (STRUCTURAL, ELECTRICAL, MECHANICAL AND PLUMBING)

UES' Plans Examiners will provide technical plan reviews to comply with the Florida Building Code (FBC) and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

Each plans examiner is well-recognized in their field of expertise and is required to maintain their license with the state of Florida, in compliance with Florida Statute 468 XII.

Upon being given a Plan Review assignment, UES' Plans Examiners will review construction documents for compliance with adopted codes and standards. Upon completing each review, the plans examiner shall approve the proposed work or reject it for specific code deficiencies. All examinations will be recorded in the County computer system. Comments from each Plan Review will be compiled and formatted into a clear, concise document. All deficiencies identified shall reference the sheet number and include the proper code citations required by Florida Statutes. The County staff will receive review comments. These documents and a summary sheet shall be attached to all billing statements. Plans examiners shall also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.

In addition, plans examiners can provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the Building Official.

INSPECTORS (STRUCTURAL, ELECTRICAL, MECHANICAL, AND PLUMBING)

UES' highly trained and certified inspectors have provided construction inspection services for many complex, high-profile projects.

All our inspectors are well-respected in their field of expertise and are required to maintain their license with the state of Florida per Florida Statute 468 XII.

Once a UES inspector is approved by the County and given an assignment, they will report for work and will be available to perform inspection service duties during regular business hours or as otherwise needed.

UES' approved personnel will report to the County Building Official or their designee and shall not be changed without the prior written consent of the County.

Upon inspection assignments, UES Inspectors will provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances.

Inspection services will include new and existing permitted residential and commercial construction within the County. They will provide written comments if found not in compliance with applicable codes and regulations.

UES' Inspectors will provide written inspection reports using inspection forms and log daily inspection results and hours worked in a permitting tracking system. All deficiencies identified shall include proper code citations as required by Florida Statutes. UES' certified staff will contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

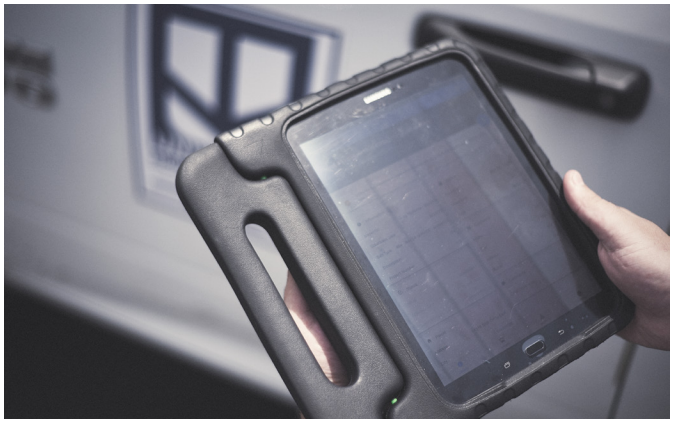
UES Inspectors are all equipped with late-model vehicles equipped with a mobile computing solution with the latest upgrades in hardware and software. This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate time inspection results and other documents in the field. In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and our customers as well.

UES inspectors understand the importance of keeping clear and concise documentation of all inspections. They write correction notices, hold office hours, answer phone calls, and respond to inquiries from the field as needed by the jurisdiction. Our staff will provide the same level of service as if they were members of your own jurisdiction's staff.

INSPECTIONS AND RECORD KEEPING

UES' Inspection staff, upon notification from the permit holder or representing agent, shall make or cause to make, the inspections required by the Florida Building Code; and shall either approve that portion of the work completed, or shall notify the permit holder or representing agent, wherein the same fails to comply by providing a written notice of the violation of the code, and/or corrections ordered. UES will be responsible for producing and signing a fully completed inspection report form indicating whether the inspection passed or failed. UES will post this form at the project site. UES will turn over a complete set of all assigned and completed inspections along with the certificate of occupancy once approved by the building official. UES will also maintain a copy of all project documents for seven years after project close out.

TECHNOLOGY AND EQUIPMENT CAPABILITIES



UES relies upon a comprehensive software system, both licensed and proprietary, to successfully manage our day-to-day operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting. However, at the center of our operations lies Deltek Vision. Vision is an established industry standard used extensively throughout the A/E/C community. This software serves as our primary database capturing every project detail, such as the scope of work, duration, sub-consultants used, and direct personnel.

It also houses all of our client-based information and allows for detailed report generation. Another essential function of Vision is billing. The book-keeping capabilities of this component are made possible due to the massive amount of captured project and client information.

To ensure that all of these systems work seamlessly together, UES has on staff a full-time Application Business Analyst and Software Developer. Field Data Collection (FDC) is proprietary software used by UES technicians to gather testing data. Following a client's request for service, a work-order will immediately be created, and a UES field technician will be scheduled and dispatched to the test site.

For this task, the second piece of proprietary software entitled Dispatch is used to manage all incoming requests, the subsequent work-orders, the technician's progress, and the tracking of the samples.

With the use of remote devices in the field, the technician's information is saved and transmitted to our office where, in conjunction with samples taken from the area, lab tests are performed and recorded. The resulting data is uploaded to our dispatch and scheduling application, where reports are generated and reviewed by a project manager for quality. Once approved, the reports are then sent electronically to the client.

This entire process begins and ends with the client—a fact that every UES employee involved in the process understands. We strive to deliver fast, accurate results.

THE FLEET

UES has made it a point to own all of the equipment and vehicles that we use. This lack of debt contributes to our financial stability and gives our field crews and technicians a sense of pride and ownership, resulting in better upkeep and care given to our vehicles.

SCHEDULE AND OPERATIONS

Reasonable schedules will be developed using standard scheduling techniques, including a project network with critical path layouts and milestone planning during project schedules. During the project's performance, real-time comparisons will be made against the planned project schedule to monitor the progress of the project. Variances between the planned and actual schedule will be closely monitored and investigated to determine if any issues are being encountered.

If issues are encountered, corrective actions will be initiated. When these project cost and schedule issues are identified, the Primary Building Official will characterize the extent of the problem and devise contingency plans as appropriate, such as:

- Direct the allocation of additional resources as necessary to accomplish the work in a timely and cost-effective manner
- Analyze the schedule logic for a change in the sequence of work elements to maintain milestone dates (i.e., expedite upcoming task schedules)
- Establish new dates for task completions/ milestones after consultation with and approval by the County

These corrective actions will enable UES to meet established performance goals.

UES' network of offices located throughout Florida allows for rapid mobilization to project locations, minimizing travel time. All management and field personnel have smartphones allowing for frequent updates during critical work phases.

Immediate access to laptop PCs also provides for implementing last-minute changes to the work scope as necessary.

As thorough as this process is, UES never forgets that many of our clients require expedited services due to tight schedules, whether it is speed-to-market demands or site viability, UES will waste no time in providing the professional services necessary for you to make decisions based on our result.


UNIVERSAL
ENGINEERING SCIENCES

FEDERAL REGULATORY COMPLIANCE STATEMENT

(Attached following this page)

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the CONTRACTOR (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DISTRICT) and the CONTRACTOR. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

---

1. The CONTRACTOR agrees to allow reasonable access by DISTRICT, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the CONTRACTOR's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The CONTRACTOR agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The CONTRACTOR affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The CONTRACTOR agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DISTRICT to sustain the cost (if applicable).

5. The CONTRACTOR agrees to properly complete and submit to DISTRICT a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The CONTRACTOR agrees to properly complete and submit to DISTRICT a non-collusion affidavit.

7. The CONTRACTOR agrees to properly complete and submit to DISTRICT a federal drug free workplace certification form.

8. The CONTRACTOR agrees the DISTRICT may terminate the contract at any time for any reason. If terminated for cause, the CONTRACTOR agrees the DISTRICT may seek remedies for damages, if applicable.

9. The CONTRACTOR agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: Universal Engineering Sciences, LLC, a Florida corporation
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Robert Mixson
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
TITLE: Department Manger

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_____

CONTRACTOR'S SIGNATURE/DATE

Robert Mixson, Department Manager

NAME/TITLE

Name of Company: Universal Engineering Sciences, LLC

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The CONTRACTOR (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the CONTRACTOR is unable to certify to any of the statements above in this certification, such CONTRACTOR shall attach an explanation to this Certification.

_____

CONTRACTOR'S SIGNATURE

Robert Mixson, Department Manager

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Universal Engineering Sciences, LLC

INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

NON-COLLUSION AFFIDAVIT

State of FLORIDA
County of DUVAL

I state that I am the _____of Universal Engineering Sciences, LLC, a Florida limited liability corporation, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) Universal Engineering Sciences, LLC. a Florida limited liability corporation, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

None

I attest that Universal Engineering Sciences, LLC, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

_____

(Signature) (Date)

EXHIBIT B -1

COMPOSITE EXHIBIT B - FEDERAL FORMS

(Attached following this page)

EXHIBIT 3
COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the "District") and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract if renewals apply.
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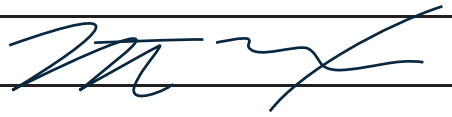
Contractor: Universal Engineering Sciences

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Robert Mixson

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: Department Manager

EXHIBIT 3
COMPOSITE FEDERAL FORMS

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.



Contractor's SIGNATURE/DATE

Robert Mixson - Department Manager
NAME/TITLE

Name of Company: Universal Engineering Sciences

EXHIBIT 3
COMPOSITE FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

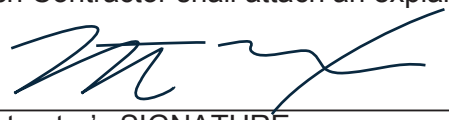
   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.



Contractor's SIGNATURE

Robert Mixson - Department Manager
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Universal Engineering Sciences

EXHIBIT 3
COMPOSITE FEDERAL FORMS

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the Department Manager of the Jacksonville Branch, a at UES, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. Iam the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firmor person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) Universal Engineering Sciences, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction,involving conspiracy or collusion with respect to bidding, proposing, or offering on any public contract, except as follows:

_____

_____

_____

I attest that Universal Engineering Sciences, understands, and acknowledges that the above representations are material and important, and will be relied on by The School Boardof Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of thetrue facts relating to submission of offers for this contract.

_____ 1/18/23
(Signature) (Date)

Exhibit C

Insurance Requirements

(Attached following this page)

Exhibit C

Insurance Requirements

A. REQUIRED INSURANCE. Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the DISTRICT and shall be maintained in force throughout the term of the Agreement.

1. Workers' Compensation/Employers Liability: The Workers' Compensation and Employers' Liability insurance provided by the CONTRACTOR shall conform to the requirements set forth herein.

a. The CONTRACTOR's insurance shall cover the CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-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 (herein, the "State") 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, 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 and any other applicable federal or state law.

b. The policy must be endorsed to waive the insurer's right to subrogate against the DISTRICT, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the DISTRICT, and its members, officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	Each Accident
$1,000,000	Disease - Each Employee
$1,000,000	Disease - Policy Limit

d. The CONTRACTOR may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the CONTRACTOR is exempt from the insurance requirement under F.S. 440 and by executing the form attached and incorporated herein in **Exhibit C-**

2. Commercial General Liability. The Commercial General Liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

a. The CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under the Agreement.

(1) The coverage may not include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

(2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

b. The limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

c. The CONTRACTOR shall include the DISTRICT and the DISTRICT's members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding the DISTRICT and the DISTRICT's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in the Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The CONTRACTOR shall pay on behalf of the DISTRICT or the DISTRICT's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the DISTRICT or the DISTRICT's member, official, officer or employee for which the DISTRICT or the DISTRICT's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

a. The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State by ISO without any restrictive endorsements other than those which are required by

the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with the Agreement.

b. The DISTRICT and the DISTRICT's members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the DISTRICT and the DISTRICT's members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall be on a form acceptable to the DISTRICT and shall apply to those claims which arise out of Services performed by or on behalf of the CONTRACTOR pursuant to the Agreement which are first reported to the CONTRACTOR within four years after the expiration or termination of the Agreement.

b. If the insurance maintained by the CONTRACTOR also applies to services other than Services under the Agreement, the limits of insurance maintained by the CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the CONTRACTOR applies exclusively to the Services under the Agreement, the limits of insurance maintained by the CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in the Agreement, the insurance may be subject to a deductible not to exceed $25,000 per claim.

d. The CONTRACTOR shall maintain the professional liability insurance until the end of the term of the Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of the Agreement which are reported to the CONTRACTOR or the insurer within four years after the expiration or termination of the Agreement.

B. EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of the Agreement by the DISTRICT and shall be maintained in force throughout the term of the Agreement. The CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the CONTRACTOR shall furnish the DISTRICT with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the DISTRICT, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of the DISTRICT, identify the Agreement, and provide that the DISTRICT shall be given no less

than thirty (30) days' written notice prior to cancellation. See attachment **Exhibit C-1**.

2. As evidence of the required Additional Insured status for the DISTRICT on the Commercial General Liability insurance, the CONTRACTOR shall furnish the DISTRICT with:

a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the DISTRICT and the DISTRICT's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

b. An original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR as set forth in the Agreement, the CONTRACTOR shall provide the DISTRICT with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the DISTRICT, if requested by DISTRICT, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from the DISTRICT, provide the DISTRICT with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The CONTRACTOR may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under the Agreement.

C. INSURERS QUALIFICATIONS/REQUIREMENTS:

1. Insurers providing the insurance required by the Agreement for the CONTRACTOR must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the CONTRACTOR has knowledge of any such failure; the CONTRACTOR shall immediately notify the DISTRICT and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the DISTRICT, the CONTRACTOR shall be in default of the Agreement.

D. Primary and Non-Contributory. The insurance provided by the CONTRACTOR pursuant to the Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the DISTRICT or the DISTRICT's member,

official, officer or employee.

E. Additional Remedy. Compliance with the insurance requirements of the Agreement shall not limit the liability of the, CONTRACTOR or its Subcontractors or Sub-subcontractors, employees or agents to the DISTRICT or others. Any remedy provided to the DISTRICT or the DISTRICT's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise.

F. DISTRICT Approval: Neither approval by the DISTRICT nor failure to disapprove the insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility to provide the insurance as required by the Agreement.

EXHIBIT C-1

Certificate of Insurance

(Attached following this page)

Client#: 251424 UNIVENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carly Underwood	
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770.670.532	FAX (A/C, No):
	E-MAIL ADDRESS: uescerts@greyling.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Universal Engineering Sciences, LLC** 4205 Vineland Road, Suite L1 Orlando, FL 32811	INSURER A : Arch Insurance Company	11150
	INSURER B : Evanston Insurance Company	35378
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB9255700	01/01/2023	05/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Emp. Benefit	$1,000,000
A	AUTOMOBILE LIABILITY			ZACAT9289700	01/01/2023	05/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			ZAWCI9995400	01/01/2023	05/01/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			MKLV7PL0005114	02/01/2022	02/01/2023	Per Claim/Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All named Insureds on Policy

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S5123798/M5123751 CUN01

EXHIBIT C-2

INDEPENDENT CONTRACTOR - WORKERS COMPENSATION ACKNOWLEDGEMENT

The undersigned represents and acknowledges that it is an independent contractor who is not provided coverage under any self-insured workers compensation program of the School Board of Duval County, Florida (the "DISTRICT"), any primary workers compensation insurance policy purchased by or on behalf of the DISTRICT, any excess workers compensation insurance purchased by or on behalf of the DISTRICT, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the DISTRICT, based on the following understandings and representations by the CONTRACTOR:

1. The undersigned is not an "Employee" as defined under Chapter 440 of the Florida Statutes describing the workers compensation laws of Florida. The parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. The undersigned maintains a separate business with its own work equipment, material, and accommodations.

3. The undersigned has a different federal employer identification number than the DISTRICT or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. The undersigned receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. The undersigned holds at least one bank account in the name of the undersigned business entity for the purposes of paying business expenses or other expenses related to the services rendered or work performed for the DISTRICT.

6. The undersigned performs work or is able to perform work for entities other than the DISTRICT at the undersigned's election without the necessity of completing an employment application or process.

7. The undersigned receives compensation for work or services rendered on a competitive-bid basis or completion-of-task basis or set of tasks as defined by a contract, unless a contractual agreement expressly states that an employment relationship exists.

8. The undersigned either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

9. The undersigned has provided proof of other insurance, including liability insurance, to the DISTRICT in the amounts required by the DISTRICT.

10. I have had an opportunity to review this acknowledgement and consult with an attorney before signing same. I am freely and knowingly signing this acknowledgement on the date indicated below.

11. I understand that the DISTRICT is relying upon the truthfulness and accuracy of my representations in this acknowledgement as a material basis for the DISTRICT entering into an independent contractor relationship with me.

Independent Contractor

_____ Date:_____
Signature
Name and Title:_____

Exhibit D

Fee Schedule (Price Proposal Sheet) – Attachment D

(Attached following this page)

ATTACHMENT D
PRICE PROPOSAL SHEET

RFP No. 18-23/TW COMMERCIAL BUILDING CODE INSPECTION SERVICES

Item	Description	A Unit of Measure	B Estimated Units	C Unit Price Per Measure	D Not-to-Exceed Extended Price (Column B x C)
1	Two (2) Full Time Inspectors - Commercial Inspection Services - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	4160	$85.00	$353,600.00
2	One (1) Part Time Inspector(s) - Commercial Inspection Services - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	1040	$85.00	$88,400.00
3	One (1) Full Time - Plan Reviewers - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	2080	$85.00	$176,800.00
4	One (1) Part Time - Plan Reviewers - (Includes Building, Mechanical, Electrical, Electrical Low Voltage, Plumbing, Roofing, etc.)	Hours	1040	$85.00	$88,400.00
5	Mileage Reimbursement Allowance (Current IRS Rate)	Miles		$0.625	-
6	Direct Expense Allowance (See Article 8.2)	LS			$6,000.00
7	Additional Services Allowance upon request by DCPS	LS			$12,000.00
8	TOTAL NOT-TO EXCEED FOR ITEMS 1 THROUGH 7 (Represents estimated contract award for one (1) year)				$725,200.00

Fees Corrected 2/2/2023

Authorized Signature

February 2, 2023
Date Signed

Robert C Mixson, Department Manager
Authorized Name & Title

Item No. 7.n

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Legislative

Item Title: Appointment of Member to the Police Pension Board of Trustees

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

Financial Impact if Applicable: N/A

Background Information: The Council is responsible for appointing two members to serve on the Board, while the pension membership appoints two members as well. The fifth member is appointed jointly by the four members of the Board. There is currently a vacancy for one of the seats appointed by Council, previously held by Ms. Angela Wester. While the opening was actively advertised on social media and the Town's website, no applications had been received at the time this packet was produced. Council will need to discuss next steps to appoint a replacement for Ms. Wester.

Action Requested: If ready, motion to appoint _____ as a Council trustee on the Police Pension Board.

Information Attached:
None

Item No. 7.o

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Legislative

Item Title: Appointment of Member to Seat 5 on the Historic Preservation Board

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

Financial Impact if Applicable: N/A

Background Information: Councilman Anderson is recommending the appointment of Kristin Molina to Seat 5 on the Historic Preservation Board.

Action Requested: Motion to appoint Kristin Molina to Seat 5 on the Historic Preservation Board.

Information Attached:
Kristin Molina Application

Professional Experience

Please add up to three entries.

Name	Kristin Molina
Address	138 Via Tisdelle Street Orange Park, FL, 32073
Phone Number	(904) 226-8601
Email*	krmamo1979@aim.com
Resident of the Town?*	Yes
Registered Voter in the Town?*	Yes
What Board or Committee are you Interested in?	Historic Preservation Board
Company	Florida Blue
Position	Senior Project Manager
Years	10

Education

School	University of North Florida
Degree	BS, Psychology

Volunteer, Civic, Professional & Other Activities

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

Organization	Historical Society of Orange Park
Position	Member
Years	1

Reason for Serving

As a six-year resident of the Town of Orange Park and a member of the Historical Society of Orange Park, I am passionate about preserving the community's history and character. I would be honored to serve on the Historic Preservation Board and contribute my communication, organizational, and collaborative skills to support thoughtful preservation efforts and community engagement.

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

I want to serve because I care deeply about the Town of Orange Park and believe preserving local history is important to maintaining the community's identity and character. I would like to contribute my time and skills in a meaningful way while helping ensure that historic resources are protected and appreciated by future generations.

I bring strong organizational, communication, and project coordination skills developed through my professional experience. I am comfortable collaborating with different groups, reviewing information carefully, and supporting initiatives that require attention to detail and thoughtful decision-making. My involvement with the Historical Society of Orange Park has also strengthened my understanding and appreciation of local history and preservation.

Miscellaneous

If appointed, my goal would be to support preservation efforts that protect the Town's historical identity while encouraging community awareness and engagement. I would also like to help ensure that decisions are made thoughtfully, fairly, and with long-term benefit to the Town and its residents in mind.

Item No. 7.q

Town of Orange Park
Agenda Memorandum

To:	Town Council
Agenda Date:	July 21, 2026
Submitting Department:	Economic Community Development

Item Title: Report from the Planning and Zoning Board

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

Financial Impact if Applicable: Not Applicable.

Background Information:

Background Information: The Council previously tasked the Planning and Zoning Board (the "Board") to review the Planned Unit Development (PUD) zoning district for possible improvements. Over the course of several regular meetings, the Board discussed the current PUD standards, the overall process of applying for a PUD zoning change, the pros and cons of using a PUD, and its relevancy to the Town. Efforts also focused on enhancing public input and understanding of the rezoning process.

Under Section 2.04.12, the proposed amendment focuses on the following areas to improve:

1. Requires a minimum buffer of not less than twenty (20) feet in width along the entire perimeter of the property;
2. At least 30% of the gross acreage within the PUD shall be designated as open space, which may include plazas, recreational areas and common areas;
3. In addition to the open space requirement, a PUD must consist of a minimum of two (2) additional land uses such as residential, commercial, industrial, recreation, institutional or civic;
4. Enhances the public participation process by requiring at least one public workshop, thereby providing for the ability of the Town's residents to actively participate in the Town's development procedures and play an essential role in shaping the direction of the Town's development. The workshop would be held at least sixty (60) days prior to any Planning and Zoning Board public hearing on the rezoning.

Additionally, the proposed amendment to Section 2.08.15 improves the Quasi-judicial criteria to create a clear set of criteria that the Council can rely upon when making rezoning decisions.

Staff also developed a resource publication titled the *Resident's Guide to the Quasi-Judicial Process* to help residents better understand the procedure. The guide is available online for public access.

Including the draft amendment, the resident's guide and minutes from the Board meeting are attached to this report.

Action Requested: Discussion and direction on how to proceed.

Information Attached:
PUD Ordinance
Attachment 1
Attachment 2
OP Resident's Guide to QJ Process

ORDINANCE NO.: _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ORANGE PARK, FLORIDA, REGARDING REZONING TO PLANNED UNIT DEVELOPMENT; AMENDING PORTIONS OF SECTION 2.04.12 AND 2.08.15, 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 2.04.12.01 (Defined); Section 2.04.12.03.01 (Application for Rezoning to PUD); Subsection 2.04.12.03.02(c)(Sketch plan to accompany application); Section 2.04.12.03 (Action by the Planning and Zoning Board and the Orange Park Town Council); Section 2.04.12.03.05 (Expiration of Time Limits Provided in Ordinance Creating a PUD); 2.04.12.05 (Standards and Criteria for Review); 2.04.12.05.02 (Open Space), and creation of Section 2.04.12.05.07 (Public Participation Required), as specified in Attachment 1.

Section 2. Amending Section 2.08.15.06 (Limitations on Rezoning of Land) as specified in Attachment 2.

Section 3. **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 4. **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 5. **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 6. **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 _____, 2026.

_____
MAYOR

ATTEST:

_____
TOWN CLERK

FORM APPROVED:

_____
TOWN ATTORNEY

2.04.12 Planned Unit Development (PUD)

Intent. The application of flexible land use controls to the development of land is often difficult or impossible within traditional zoning district regulations. In order to permit the use of more flexible land use regulations and to facilitate use of the most advantageous techniques of land development, it is often necessary to establish planned unit developments (PUD) in which development is in harmony with the general purpose and intent of this Article and with the Town's general planning program and such comprehensive plans as may from time to time be adopted by the Town Council; but in which such development differs in one (1) or more respects from the usual application of provisions of this Article. The objective of a PUD is to encourage ingenuity, imagination and design efforts on the part of builders, architects, site planners and developers, to produce developments which are in keeping with overall land use intensity and open space objectives of this Article, while departing from the strict application of use, setback, height and minimum lot size requirements of the several zoning districts. The intent of this part is to permit such flexibility and provide performance criteria for planned unit developments which:

a) Permit a creative approach to the development of land by promoting more design compatibility among buildings and groups of buildings; and,
b) Accomplish a more desirable environment that would be possible through the strict application of minimum requirements of this Article; and,
c) Promote high-quality and compatible mixed-use development and redevelopment; and,
d) Provide for an efficient use of land, resulting in small networks of utilities and streets and thereby lower development costs; and,
e) Enhance the appearance of the area through preservation of natural features, the provision of underground utilities and the provision of recreation areas and open space in excess of existing zoning and subdivision requirements; and,
f) Provide an opportunity for new approaches to ownership; and,
g) Provide an environment of stable character compatible with surrounding areas; and,
h) Retain property values over the years and stimulate investment in, and strengthen the economic vitality of the Town; and,
i) Foster development that respects pedestrian and bicycle activity, while still accommodating automobile and truck traffic.

2.04.12.01 Defined

For the purpose of this Article, a planned unit development (PUD) shall mean the development of land under unified control which is planned and developed as a whole in a single or programmed series of operations with uses and structures substantially related to the character of the entire development. In addition to the open space requirement, a PUD must consist of a minimum of two (2) additional land uses such as residential, commercial, industrial, recreation, institutional or civic. A PUD must also include a program for the provision, maintenance, and operation of all areas, improvements, facilities, and necessary services for the common use of all occupants thereof.

2.04.12.02 Permissible Uses

Any use which is permitted or permissible by conditional use in any zoning district may be included and approved in a PUD.

2.04.12.03 Procedures

2.04.12.03.01 Application for Rezoning to PUD

An application for rezoning to PUD shall proceed in general as for other applications for rezoning; and, in addition to the information usually required for such applications, the following shall be required:

a) Plats and/or metes and bounds legal description of the property~~area~~ within the PUD.
b) The name and address of the owner and, if applicable, evidence of the assignment of an agent who represents the owner.
c) Evidence of unified control of the entire area within the PUD with all owners within the area of same identified.
d) An agreement by all owners within the PUD which includes their commitment to:

    1) Proceed with the proposed development in accordance with the PUD ordinance and such conditions and safeguards as may be set by the Town Council in such ordinance; and,
    2) Provide a written statement of a proposal for completion of such development according to plans approved by such ordinance, and for continuing operating and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the Town of Orange Park pursuant to written agreement; and,
    3) To bind their successors in title to any commitments made in their application.

2.04.12.03.02 Materials to Accompany Applications

An application for rezoning to PUD shall be accompanied by the following, in sufficient copies as deemed necessary by the Economic and Community Development Department for referrals and recommendations:

a) Plans, maps, studies and reports, as may reasonably be required by the Economic and Community Development Department in order to make the findings, and determinations and recommendations; and,
b) Written description of the intended plan of development, clearly indicating where approval of the PUD will benefit the future occupants of the proposed development and the Town in general and shall clearly describe all the following:

    1) Permitted uses and structures, permitted accessory uses and structures, permissible uses by exception, minimum lot requirements (width/area), maximum lot coverage by all buildings and structures, minimum and/or maximum yard requirements, maximum height of structures and any limitations on permitted and/or permissible uses by exceptions.
    2) The name of the project and the names of the professional project planners(s), architect(s), engineer(s), developer(s) and quantitative data as follows: size in acres of the total development; total number of dwelling units and/or nonresidential floor area or both; total amount of recreation and/or open space; amount of public and/or private right-of-way, and the proposed land coverage of all buildings and structures.
    3) A schedule indicating the approximate date(s) when construction of the phases within the proposed Planned Unit Development are to be initiated and completed.
    4) A written statement of the intent for the continued operation and maintenance of those areas and functions described herein and facilities which are not to be provided, operated or maintained by the Town.

All required and supplementary data, exhibits, information, site plan(s), etc. submitted as part of an application for rezoning to the Planned Unit Development district, including any additional data, exhibits, information, site plan(s), etc. and amendments thereto, shall be clearly identified by title, name, date, exhibit and/or other notation acceptable to the Economic and Community Development Department.

c) A sketch plan at an appropriate scale supporting the above statement illustrating:
   1) The preliminary location, grouping, and height of all uses and facilities.
   2) In the case of residential development, the number of residential units proposed, their general location, number of stories, indicating those area's to be owner occupied and those to be renter occupied.
   3) A preliminary vehicular and pedestrian circulation system including driveways, walkways, parking areas, and streets to be dedicated.
   4) Estimates of acreage for each use~~A system of open space and recreational uses, with estimates~~ to be dedicated and that to be retained in common ownership.
   5) A topographic map at an appropriate scale showing contour lines, including all existing building and wooded areas.
   ~~5)~~6) A buffer from adjacent properties along the entire perimeter of the property. The natural and/or landscaped buffer shall be not less than twenty (20) feet in width. The landscaped buffer qualifies as part of the required open space so long as it contains any combination of lawns, trees, shrubbery, and/or decorative features including sculpture, patterned walks, and fountains. Trees and shrubs suitable for the town are listed in the Preferred Plant List, Section 5.21.00.
d) Preliminary statements indicating how the problems of maintenance and ownership of common facilities will be resolved.
e) Preliminary schedules of development, including the staging and phasing of:
   1) Areas to be developed in order of priority; and,
   2) The construction of streets, utilities and other improvements necessary to serve the proposed development; and,
   3) The dedication of land to public use.
f) Each of the above elements shall be listed as to their relative order of improvement with an estimated time schedule for their accomplishment. It is, among other things, the intent of this requirement that the schedule of development be such that a staged implementation of the planned unit development would not result in land use conditions which would establish a precedent for the use of adjoining undeveloped property for purposes other than that shown on the approved planned unit development.
g) Application(s) for rezoning to PUD meeting all requirements of this Section shall be referred by the Economic and Community Development Department to the Planning and Zoning Board and Town Council for public hearing(s) and consideration of the application(s).

2.04.12.03.03 Action by the Planning and Zoning Board and the Orange Park Town Council

Following the public hearing as required for all applications for rezoning, the Planning and Zoning Board may recommend and the Town Council may enact an ordinance establishing a PUD, including any special conditions related thereto, based upon findings that:

a) The proposed PUD does not adversely affect the orderly development of the town and is consistent with the Comprehensive Plan;~~The proposed PUD does not affect adversely the orderly development of the Town, as embodied in this Article and in any comprehensive plan or portion thereof adopted by the Town Council.~~
b) The proposed PUD will not adversely affect public health, safety, or welfare, or the natural environment, and will be compatible with adjacent land uses.~~The proposed PUD will not affect adversely the health and safety of residents in the area and will not be detrimental~~

~~to the natural environment or to the use or development of adjacent properties or the general neighborhood.~~

c) The proposed PUD will accomplish the objectives and will meet the standards and performance criteria of section 2.04.12.05.

d) The proposed PUD is consistent with the Concurrency Management System and the adopted level of service standards in the Comprehensive Plan.

e) The proposed PUD offers a character, design and appropriate blending of the proposed land uses, encourage desirable living conditions, provides separation and screening between uses where desirable, and preserves the natural amenities of the property.

~~e)~~f) The proposed PUD shall identify how it addresses or chooses not to address public comments contained in the written summary of the public workshop (see Section 2.04.12.05.07).

~~f)~~g) All decisions of the Planning and Zoning Board shall be based upon findings of fact supported by competent and substantial evidence contained in the public record.

2.04.12.03.04 Deviations from Ordinance Creating PUD

In order to facilitate minor adjustments to the plans approved as part of the ordinance creating a PUD, the Planning and Zoning Board may approve changes in such plans which comply with the following criteria:

a) There are the same or fewer number of dwelling units and/or floor area; or,

b) The open space is in the same general location and in the same general amount, or a greater amount; or,

c) There is no change to any condition(s) set forth by the Town Council in the ordinance which approved the Planned Unit Development district; or,

d) The roads and drives follow approximately the same course; and have the same public or private rights therein.

2.04.12.03.05 Expiration of Time Limits Provided in Ordinance Creating a PUD

If development actions required by the ordinance creating a PUD are not taken within any time limits set by the Town Council in such ordinance, the approval of a PUD as provided in such ordinance shall become invalid and no further action shall be permitted under same unless extended by the Town Council following a public hearing. Any such expired PUD shall revert back to the conventional zoning classification(s) that existed prior to the rezoning to PUD.

2.04.12.04 Implementation of a PUD

2.04.12.04.01 Development Plan

Following the enactment of an ordinance creating a PUD, a detailed development plan of all or part of the PUD shall be submitted to the Planning and Zoning Board for review in accordance with the schedule of development, as contained in the ordinance, which shall include:

a) All materials, drawings, information, and other documentation, as required by the Planning and Zoning Board in accordance with section 2.04.12.05 to certify substantial compliance with the PUD ordinance.

b) Agreements, contracts, deed restrictions and sureties acceptable to the Town of Orange Park for completion of such development according to plans approved in the ordinance, and for continuing operation and maintenance to such areas, functions and facilities as are not to be provided, operated, or maintained by the Town of Orange Park pursuant to written agreement.

2.04.12.04.02 Record Plans

If the PUD ordinance requires the recording of record plats, such plats shall accompany the submission of the development plan to the Planning and Zoning Board and shall be included in its approval of such plan, and plats so approved shall be recorded, as provided by law.

2.04.12.04.03 Approval of Development Plan

The Planning and Zoning Board shall review the final development plan; and, if found in compliance with this Article, the PUD ordinance and standards established pursuant to section 2.04.12.05, shall approve same and forward an approved copy thereof to the Economic and Community Development Department Director.

2.04.12.04.04 Permits Required

All construction in the development of a PUD shall proceed only under applicable permits, issued by the Economic and Community Development Department Director; and no building permit, certificate, or other document authorizing construction or occupancy within a PUD shall be issued, except in accordance with the approved development plan.

2.04.12.05 Standards and Criteria for Review

In evaluation and consideration of an application for rezoning to the Planned Unit Development district, the Economic and Community Development Department, Planning and Zoning Board and the Town Council shall evaluate and consider the following criteria in addition to the findings set forth in Section 2.04.12.03.03:

a) *Consistency with the Comprehensive Plan.* No Planned Unit Development may be approved unless it is consistent with the Comprehensive Plan.
b) *Consistency with the Concurrency Management System.* The established levels of service standards adopted in the Comprehensive Plan.
c) *Internal compatibility.* All land uses proposed within a proposed Planned Unit Development should be compatible with other proposed uses and not have any undue adverse impact on any neighboring use. An evaluation of the internal compatibility of a proposed Planned Unit Development shall be based on the following factors:

1) The streetscape;
2) The ~~existence or absence of, and the~~ location of at least 30% of the gross acreage being open spaces, which may include plazas, recreational areas and common areas;
3) The use of existing and proposed landscaping;
4) Traffic and pedestrian circulation pattern;
5) Sidewalks, trails, and bikeways;
6) The use and variety of building setback lines, separations and buffering;
7) The use and variety of building groupings;
8) The particular land uses proposed and the conditions and limitations thereon;
9) The use and variety of building sizes and architectural styles;
10) The form of ownership proposed for various uses;
11) Compatible relationship between land uses in a mixed-use project; and
12) Any other factor deemed relevant to privacy, safety, preservation, protection or welfare of any use within the proposed Planned Unit Development.

d) *External compatibility.* All land uses within a proposed Planned Unit Development should be compatible with existing and planned uses of properties surrounding the proposed Planned Unit Development and not have any avoidable or undue adverse impact on existing or planned surrounding uses. An evaluation of the external compatibility of a proposed Planned Unit Development shall be based on the following factors:

1) Those areas of the proposed Planned Unit Development located on or near its perimeter and the conditions and limitations thereon;
2) The type, number and location of surrounding external uses;
3) The Comprehensive Plan and existing zoning on surrounding lands;
4) Any other factor deemed relevant to the privacy, safety, preservation, protection or welfare of lands surrounding the proposed Planned Unit Development which includes any existing or planned use of such lands.

e) *Off-Street parking including loading and unloading areas.* Sufficient off-street parking, including loading and unloading areas for vehicles, including bicycles shall be provided.

2.04.12.05.01 Density and Intensity of Developments

The total number of residential units shall not exceed the maximum density allowed in the designated Future Land Use category. The development intensity for nonresidential uses shall not exceed the allowed intensity of the designated Future Land Use category.

2.04.12.05.02 Open Space

The PUD may include residential lots of smaller size than would be permitted by the zoning regulations otherwise applicable to the site, provided the overall density is not increased. Not less than thirty (30) percent of the total acreage within the PUD~~The excess land~~ shall be designated~~utilized~~ as open space. The open space area shall be recorded upon the final development plan of the PUD. The open space shall be utilized as a park, for either passive or active recreation or as a conservation area. The open space shall either be dedicated to the Town of Orange Park or be maintained by a community association composed of residents of the PUD. Land recorded as open shall not be encroached upon by any residential, commercial or industrial primary or accessory use.

2.04.12.05.03 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction

Minimum yard, lot size, type of dwelling unit, height and frontage requirements and use restrictions are waived for the PUD, provided the spirit and intent of the zoning ordinance is complied with the total development of the PUD. However, the Orange Park Town Council may, at its discretion, require adherence to minimum zone requirements within certain portions of the site if deemed necessary in order to maintain the spirit and intent of the zoning ordinance.

2.04.12.05.04 Support Legal Documents for Open Space

Legal documents which assure adequate management and maintenance of the open space area must be provided by the developer for all areas proposed for common ownership by the residents of the PUD. Legal instruments provided for dedications, covenants, community associations, and subdivision controls shall:

a) Place title of common property in a form of common ownership by the residents of the PUD; e.g., a duly constituted and legally responsible community association, cooperative, etc.
b) Appropriately limit the use of common property.
c) Place responsibility for management and maintenance of common property. The Orange Park Town Council, at is discretion, may require the applicant to enter into a contract with Orange Park for maintenance of commonly held properties.
d) Place responsibility for enforcement of covenants.
e) Permit the subjection of each lot to assessment for its proportionate share of maintenance costs.

2.04.12.05.05 Access

Access to each single-family dwelling unit shall be provided via either a public right-of-way or a private vehicular or pedestrian way owned by the individual lot owner in fee or in common ownership with the residents of the PUD.

2.04.12.05.06 Community Facilities

a) All utility facilities proposed for dedication to Orange Park must be acceptable by the Town as to the size, shape, location, and shown by the applicant to be of benefit to the general public.
b) All requirements for off-street parking and loading (2.06.00) shall apply to the PUD unless otherwise waived or modified.
c) Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.
d) All PUD's shall provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities including grading, gutters, piping and treatment of turf to handle storm waters, prevent erosion and formation of dust.
e) Specifications for street design shall conform to the rules and regulations adopted by the Town of Orange Park.

2.04.12.05.07 Public Participation Required

The public participation process provides for the ability of citizens of the Town to actively participate in the Town's development procedures and allows the Town's citizens to play an essential role in shaping the direction of the Town's development, thereby enhancing the welfare of the community.

Proposed rezonings to PUD shall provide for meaningful community participation by conducting at least one public workshop. The purpose of the workshop is for the applicant to present the PUD intended plan of development and identify how it complements the surrounding neighborhood. The public would be provided an opportunity to ask questions and offer comments. The workshop shall be conducted at least sixty (60) days prior to any Planning and Zoning Board public hearing where the rezoning application is to be considered. Participants shall be defined at the pre-application meeting and shall involve the applicant, the landowner, Town Staff, owners of adjacent property, and residents of the Town.

a) The applicant shall be responsible for providing notice of the workshop by (i) mailing notifications to all property owners located within three hundred (300) feet of the proposed PUD property; (ii) posting a sign on the PUD property with the date, time and

location of the workshop; and (iii) place a public notice of the workshop in the Clay Today at least thirty (30) days prior to the workshop.

b) Prior to sending mailed notices of the proposed application to property owners, the applicant shall be required to submit a copy of the proposed notice and application summary to Town Staff for review and approval. Once the notice is deemed acceptable, Town Staff shall provide the applicant a list of property owners to which the notice must be mailed;

~~a)~~c) Town Staff shall attend the public workshop(s) to observe public reaction to the proposed PUD; and

~~b)~~d) Within one week following the public workshop, the applicant must provide the Town with a list of attendees and a written summary of major observations, and a concise statement of how the proposed rezoning will benefit the town. Failure to provide the summary within one week following the public workshop shall result in postponement of the Planning and Zoning Board's consideration of the application.

2.08.15 Amendment of Article II and rezoning of land

2.08.15.01 General

This Article may from time to time be amended, supplemented, changed or appealed and the Zoning Map may from time to time be revised by the rezoning of land as provided in this Article.

2.08.15.02 Initiation of Proposals

a) **Rezoning**. An ordinance for the rezoning of land may be proposed by the Orange Park Town Council, the Planning and Zoning Board or by application of the owners of fifty-one (51) percent or more of the area involved in the proposed change. In the latter case the petitioners may be required to assume the cost of public notice and other costs incidental to the holding of public hearings. Said owners of subject property may authorize in writing that attorney or duly authorized agent of owners may sign petition for rezoning.

b) **Other amendments**. An amendment to this Article may be proposed for adoption by the Orange Park Town Council, the Planning and Zoning Board or by application of the owners of fifty-one (51) percent or more of the area involved in the proposed change. In the latter case, the petitioners may be required to assume the cost of public notice and other costs incidental to the holding of public hearings. All proposals shall be submitted in writing accompanied by all pertinent information which may be required by Town Council for proper consideration of the matter.

2.08.15.03 Public Hearing

A public hearing shall be held by the Planning and Zoning Board to consider a proposal for an amendment to Article II or for rezoning of land. Notice of such public hearing shall be made as provided in section 2.08.07.00 and any party shall be heard in person or by agent or attorney.

2.08.15.04 Nature and Requirements of Planning and Zoning Board Report

The report and recommendations to the Town Council as required by Subsection 2.08.15.05 hereof, shall show that the Planning and Zoning Board has studied and considered:

a) The need and justification for the change; and
b) The relationship of the proposed amendment or rezoning to the Town's general planning program and such comprehensive plans as may from time to time be adopted by the Town Council.

2.08.15.05 Planning and Zoning Board Report to Town Council

Unless a longer time be mutually agreed upon by the Town Council and the Planning and Zoning Board, in the particular case, the Planning and Zoning Board shall submit its report and recommendation to the Town Council no later than within forty-five (45) days from the date the Board held a public hearing on a proposed amendment and/or application for rezoning. For purposes of this subsection, the adopted minutes of the Planning and Zoning Board shall constitute the Board’s report to the Town Council.

Failure of the Planning and Zoning Board to submit a report within the prescribed time shall be deemed to be a recommendation for approval of the amendment or application for rezoning. The

report and recommendation of the Planning and Zoning Board shall be advisory only and shall not be construed to be binding upon the Town Council.

If the report and recommendation of the Planning and Zoning Board is adverse to the proposed change, such change shall not become effective except by an affirmative vote of a majority of the entire membership of the Town Council, after due public notice as provided in Section 2.08.07.

2.08.15.06 Limitations on Rezoning of Land

a) No ordinance to rezone land shall contain conditions, limitations or requirements not applicable to all other land in the zoning district to which the particular land is rezoned, except as provided in section 2.04.12, "planned unit development."
b) Whenever the Town Council has, by ordinance, changed the zoning classification of land, the Planning and Zoning Board shall not then consider any application for rezoning of any part or all of the same land for a period of one (1) year from the effective date of such ordinance.
c) Whenever the Town Council has denied an application for the rezoning of land, no further application shall be filed for the same rezoning of any part, or all of the same land for a period of one (1) year from the date of such action. In the event that two (2) or more applications for the same rezoning for any part or all of the same land has been denied, no further application shall be filed for the same rezoning of any part or all the same land for a period of two (2) years from the date of such action denying the last application filed.
d) Whenever an application for rezoning, conditional use or variance shall have been withdrawn by or at the direction of the applicant at any time prior to denial or approval or prior to final disposition of any appeal taken therefrom, no further application shall be filed for the same rezoning, conditional use or variance of any part or all of the same land for a period of twelve (12) months from the date of such withdrawal.
e) An applicant for a proposed rezoning has the burden of proving by substantial, competent evidence that the proposed rezoning:

(1) Is consistent with the Comprehensive Plan;

(2) Furthers the goals, objectives and policies of the Comprehensive Plan; and

(3) Is not in conflict with any portion of the Town's Land Development Regulations.

Upon the applicant proving the proposed rezoning complies with the criteria set forth in subsections (e)(1)—(3) of this Section, the Council shall grant such rezoning request unless the Council determines that there is substantial, competent evidence that maintaining the current zoning district accomplishes a "legitimate public purpose," as such terms are defined in subsection (f~~e~~) of this Section.

f) A "legitimate public purpose" may be one or more of the following criteria, or such other criteria as may be determined by law from time to time:

(1) The proposed rezoning will constitute "spot zoning," that is an isolated zoning district unrelated to adjacent and nearby districts;

(2) Uses permitted under the proposed rezoning will not be consistent or compatible with the existing and proposed land uses and zoning of adjacent and nearby properties or the general area or will deviate from an established or developing logical and orderly development pattern;

(3) The proposed rezoning and the development permitted thereunder will result in significant adverse impacts upon property values of adjacent or nearby properties or in the general area more than the types of uses currently permitted;

g) The proposed rezoning and the development permitted thereunder will detract from the character and quality of life in the general area or neighborhood by creating excessive traffic, noise, lights, vibration, fumes, odors, dust, physical activities or other detrimental effects or nuisances.

2.08.15.07 Town Council Action and Appeals

Except in cases where an application for rezoning, conditional use or variance has been withdrawn by the owner or the owner's agent, upon receipt of the report of the Planning and Zoning Board required by Section 2.08.15.05, the Town Council shall set the matter for public hearing in the manner prescribed in Section 2.08.07.01. At the conclusion of the public hearing the Town Council shall either deny the proposed amendment or rezoning, or by ordinance adopt such amendment or rezoning.

Any amendment to Article II or rezoning of land established by ordinance by the Town Council shall be subject to appeal to the circuit court within thirty (30) days of the date of the council action which is subject to appeal by any person aggrieved by such action.

Resident's Guide to a Quasi-Judicial Process

The purpose of this Resident's Guide to the Quasi-Judicial Process is to assist residents in understanding ownership and participating in the quasi-judicial processes within the Town of Orange Park. It is intended as a tool for any individual who has no particular expertise in the law concerning the granting of development permits, site plan approvals, conditional uses, variances, and similar types of proceedings before the Town Council and/or the Planning and Zoning Board. Residents who wish to participate in proceedings before these boards should have a basic understanding of their function, the rules relative to how they make decisions, and how to effectively participate in these proceedings to either oppose or support quasi-judicial applications before the Town Council and Town boards.

What Does Quasi-Judicial Mean?

Several years ago, the Florida Supreme Court changed the law on rezoning, site plan approvals, *conditional uses*, variances, and similar types of development approvals from a legislative decision process to a quasi-judicial decision process. A legislative process is one in which policy is created by a legislative body (the Town Council). A quasi-judicial action is when the facts of a particular situation are applied to the policy (ordinance). Essentially, a quasi-judicial process is the application of policy to a fact situation.

Typical quasi-judicial proceedings are those in which a property owner makes an application to the Town for a rezoning, site plan approval, a conditional use, or a variance. There are rules and standards set forth in the ordinances regarding the criteria that have to be met in order to get a conditional use or a variance, what has to be included in the site plan, and what the standards are for reviewing these applications. The facts of the case are applied to the standards set forth in the ordinance, and the decision is then made.

The proceedings before these boards in a quasi-judicial matter are somewhat like a court proceeding; therefore, the term "quasi-judicial." They have some elements of a judicial or court proceeding.

In a legislative proceeding, the Town Council can take into account anything that it considers important to help it make its decision, including the popularity or public acceptance of a particular policy. In a quasi-judicial proceeding, the Town Council and Town boards are not allowed to take into consideration the popularity of a particular development proposal or request for variance or conditional use; they can only consider the competent and substantial evidence before the board or the Town Council.

What is competent and substantial?

As was said previously, the only evidence that the Town Council or board can consider in a quasi-judicial process is that which is both competent and substantial. The term "competent" means that the person is qualified to give evidence on that subject. If special training or specialized knowledge is required, it is necessary for the person testifying to prove that person's competency to testify as an expert on a particular subject. Examples of this would be (1) traffic impacts or traffic counts would be testified to by a traffic engineer; (2) whether a desired use may impact the land values of surrounding property could be testified to by a certified property appraiser; (3) whether the building of a wall or other barrier will destroy a wetland could be testified to by an environmentalist or engineer. These people have specific academic degrees or specialized training that qualifies them to testify as "experts," and that is what is meant by competent testimony: i.e., they are "competent" because they are particularly knowledgeable because of their training and/or experience in a particular field or subject matter.

If you want to testify to a matter that requires special academic degrees or specialized training, you must make those degrees and that training known to the board before whom you are testifying, and you would normally present a resume or other material detailing your specialized knowledge or training.

"Substantial" means that there is sufficient, relevant, and credible evidence upon which to base a decision.

Testimony by lay persons

Citizens who want to participate in a quasi-judicial process cannot testify as to matters which would require expert testimony, but they can testify as to factual matters and any element of the case that would not require specialized training or specific academic degrees. The courts are becoming more generous in allowing lay testimony on certain subjects (i.e., a nearby resident could testify about personal observations of increased traffic problems with parking issues on their street).

It's not a popularity contest

The Town Council or board considering a quasi-judicial matter must make its decision based on the testimony before it. Other than common knowledge, they cannot consider anything that they encounter outside of the public hearing the application. Theoretically at least, "politics" can play no part in the decision-making process.

Bringing 50 people to the hearing all wearing the same color t-shirt or carrying signs or some other type of demonstration of popular support or opposition is not supposed to be taken into consideration by the members of the Town Council or board. Clapping and cheering in support of the statements of someone testifying is not supposed to occur. Asking everyone to stand up so as to be in favor of or in opposition to the application has been held by courts to be improper.

It doesn't make any difference who has the most people and supporters at the hearing. It is the quality, persuasiveness, the relevancy of the testimony, and the credibility of your witnesses

presented to the board (and which become part of the record of the proceedings) that will make the case.

The record is everything.

It is the record established at the hearing that will determine the outcome of the case. There must be competent and substantial evidence presented at the hearing to support the decision of the board. Without competent and substantial evidence in the record of the proceeding on which members of the board can rely, the decision of the board is subject to being overturned by a court.

Appeals to sympathy using non-relevant testimony (*my mother-in-law is sick, I just lost my job, I've been a resident of the Town of Orange Park for 50 years*, etc.) cannot be used to support a position you are taking, either for or against the application. You must look to the standards of the ordinance and supply testimony, either lay or expert, on each of the standards of the ordinance. The testimony must be relevant, credible, and oriented toward the standards set forth in the ordinance. Everything else is irrelevant and would legally have to be ignored by the members of the board.

Should I get a lawyer?

It is possible for citizen groups or persons in support or opposition to an application to prepare and present a good case, but it is not easy. If the matter is important to you and you think it will impact your property values or your life in some significant way, you may be well advised to employ a land-use attorney to assist you in the preparation and presentation of the case. The attorney will understand what the standards are and what type of evidence will be required to make a good record to protect a favorable decision or to appeal an unfavorable decision.

Organization of your presentation (with or without an attorney) is of paramount importance. Testimony should not be repetitive and should be relevant to the standards of the ordinance. Remember, although we live in a democracy, this is not a democratic process - it is a legal process. The Town Council or relevant board is not going to take a poll and decide that more people are in favor or against, or vice versa. They are going to make their decision on the basis of the testimony before them. In a quasi-judicial hearing, the board members must be neutral decision-makers—above politics or outside influences. You have an entitlement to a neutral decision-maker. You have an entitlement to cross-examine witnesses. Some people can do this successfully, but many cannot. Having an attorney on your side may give you the extra quality of presentation necessary to prevail.

Organize early

If you intend to oppose an application, get involved in the process as early as you possibly can. You need to understand the type of testimony that you should present. You need to understand the issues that are relevant to the case. You need to interact with Town staff as soon as possible so that you can get a copy of the application and any other information presented by the applicant. You need to know what position the staff will take at the hearing. The Town staff (ECD Director) qualifies as an expert in the field of planning, and their testimony either for or against

the application will be important. If you don't agree with staff, you must present facts and testimony in support or opposition to the staff's recommendations and the applicant's witnesses. This is not a political process, so contacting Town Council members about a hearing before a quasi-judicial board will be of no benefit.

Contacting the Town Council about a quasi-judicial matter that will come before the Town Council, while not in violation of the Town's ordinances, could be deemed inappropriate. Council members should not talk to people who are for or against the application since they are required to be neutral decision-makers. They should consider evidence that is testified to under oath and matters of common knowledge. Should Council decide to speak to anyone who is for or against an application that comes before them, they may be required to disclose that the conversion took place prior to the commencement of the quasi-judicial hearing, pursuant to F.S. 350.042 (Ex Parte communication).

Writing a letter rather than appearing at the hearing and testifying is of very limited value since the applicant has a right to cross-examine witnesses whose testimony will be considered by the Town Council or the board. You cannot cross-examine a letter; therefore, except in very unusual circumstances, the board or the Town Council cannot take these letters into account. If the matter is important to you, you must attend the hearing and testify.

Final Thoughts

Start early. Stay in touch with the Town staff. Get copies of the application and all relevant documents—they are public records and you are absolutely entitled to them. Be well organized—contact other people who may have an interest in the matter and elicit their assistance and participation. Know the ordinance standards against which the matter will be judged by the board or the Town Council. Provide competent and substantial evidence as to each of those standards as well as you can. Get the help that you need from an attorney, a planner, an engineer, a property appraiser, or anyone else who can give you the expert testimony assistance that you need to make a good presentation before the board and a good record in the proceedings. Don't discuss the matter with board members or members of the Town Council in advance of the hearing. Telling them of your support or opposition to the application during an encounter at the grocery store is of no help to your case. You must present your testimony at the hearing for them to consider your thoughts.

If you would like to participate in a quasi-judicial hearing, need further information about the quasi-judicial process, relevant Town Ordinances, and the contents of applications, contact the Town of Orange Park's Department of Economic & Community Development (ECD) at (904) 264-2635 or ecd@townop.com. The various zoning applications subject to the Quasi-judicial hearing process are available online. During business hours, applications may also be picked up in person at the ECD Department, located at 2042 Park Avenue, Orange Park, Florida 32073.

Note: This guide is not intended to be legal advice. To determine your legal rights and to understand more fully how to participate in a quasi-judicial proceeding, you should contact legal counsel.