

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 250061  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: August 29, 2024

Name of Contract Initiator: Kelly Mosley Telephone #: 904-336-4503

School/Dept Submitting Contract: CTE/9002 Cost Center # 9002

Vendor Name: Clay County Fire Rescue

Contract Title: Second Renewal Affiliation Agreement with Clay County Rescue

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 240081 was 2nd renewal

Contract Term: One Year Renewal Option(s): Annual

Contract Cost: None

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # \_\_\_\_\_  
 Funding Source: Budget Line # \_\_\_\_\_

**NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

**INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

**REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):**

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

\_\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, this Statement **MUST BE** Included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated." *Not needed - see attached email*

\_\_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.  
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.  
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).  
 Workers' Compensation = \$100,000 Minimum *not needed - see attached email*  
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

\_\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

\_\_\_\_\_ Release and Hold Harmless (If Applicable)

**RECEIVED**  
 By Georgia at 9:18 am, Sep 12, 2024

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <div style="border: 1px solid black; padding: 5px; display: inline-block;"><b>REVIEWED</b> By Bertha Staefe at 12:18 pm, Sep 16, 2024</div>	No Cost
School Board Attorney JPS Review Date 9/16/2024	Approved.
Other Dept. as Necessary Review Date	

PENDING STATUS:  YES  NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS 

**APPROVED**  
By Elaine at 2:45 pm, Sep 16, 2024

# CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

**All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.**

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

**Step 1:** Contract Initiator and Vendor prepare draft contract  
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

**Step 2:** Complete Contract Review Form, attach Required Documents to include the **UNSIGNED** Contract by the District / School.

**For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:**  
Initiator submits Contract Review Package to Purchasing Department - See Step 3

**For Contracts using Internal Funds Individual to each School:**  
Initiator submits Contract Review Package direct to SBAO - See Step 4



**Step 3:** If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

**Step 4:** If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.  
Email: [contractreview@myoneclay.net](mailto:contractreview@myoneclay.net)  
The SBAO will begin the contract review process and return it directly to Initiator

**Step 5:** The Initiator is responsible for finalizing the Contract which includes:  
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.  
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.  
**Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.**

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507  
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745  
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736



White, Mary <mary.white@myoneclay.net>

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**Fwd: FW: Clay County Fire Rescue**

1 message

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**Mosley, Kelly** <kelly.mosley@myoneclay.net>  
To: "White, Mary" <mary.white@myoneclay.net>

Thu, Sep 12, 2024 at 8:10 AM

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**Kelly Mosley**

CTE Supervisor  
Career and Technical Education  
**Clay County District Schools**  
| phone 904-336-4500 | ext 64503  
| web oneclay.net | email kelly.mosley@myoneclay.net



This Email Is Not An Acceptable Offer And Does Not Evidence Any Intention By The Sender To Enter Into A Contract.



----- Forwarded message -----

From: **Mosley, Kelly** <kelly.mosley@myoneclay.net>  
Date: Wed, Aug 28, 2024 at 12:41 PM  
Subject: Re: FW: Clay County Fire Rescue  
To: Kelli Lueckert <Kelli.Lueckert@claycountygov.com>  
Cc: Courtney Grimm <Courtney.Grimm@claycountygov.com>

I talked to John Steinmetz and he said an addendum A wasn't needed, nor insurance. So we are just going to change the agreement to say 2nd renewal and update the dates and then send through our contract review to get on the October school board meeting agenda.

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**Kelly Mosley**

CTE Supervisor  
Career and Technical Education  
**Clay County District Schools**  
| phone 904-336-4500 | ext 64503  
| web oneclay.net | email kelly.mosley@myoneclay.net



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**CLAY COUNTY AGREEMENT/CONTRACT NO. 2022/2023-16 RN2**

**SECOND RENEWAL TO THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AFFILIATION AGREEMENT  
CLAY COUNTY FIRE RESCUE**

This Second Renewal to the Affiliation Agreement (“Second Renewal”) is made and entered into this 1 day of October, 2024, by and between The School Board of Clay County, Florida, a body corporate and political subdivision of the State of Florida (the “DISTRICT”), and Clay County, a political subdivision of the State of Florida (the “COUNTY”).

**RECITALS**

**WHEREAS**, on October 26, 2022, the parties entered into the Affiliation Agreement, Clay County Agreement/Contract No. 2022/2023-16 (“Agreement”), attached hereto as **Exhibit A** and incorporated herein by reference, for the purpose of providing a comprehensive hands-on learning experience for students from the DISTRICT in accordance with the provisions of the guidelines set forth in the Agreement through externship services with the Clay County Fire Rescue Department; and

**WHEREAS**, the Agreement provides for an initial term through September 30, 2023; and

**WHEREAS**, the Agreement shall be subject to review annually and may be renewed by written instrument agreed to by the COUNTY and the DISTRICT; and

**WHEREAS**, on November 22, 2023, the parties entered into the First Renewal, incorporated herein by reference, to renew the Agreement for an additional one year period commencing and effective October 1, 2023 and continuing through September 30, 2024; and

**WHEREAS**, the parties wish to enter into this Second Renewal to renew the Agreement for an additional one year period commencing and effective October 1, 2024 and continuing through September 30, 2025 as set forth herein.

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


1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one year period commencing on October 1, 2024 and continuing through September 30, 2025.
3. Except as expressly provided herein, all other terms and conditions of the

Agreement not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

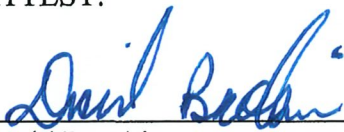
4. The parties agree that each party has the option to utilize electronic signatures and that such digital signatures of the parties set forth below are intended to authenticate this Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties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

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Renewal as of the date and year first written above.


**THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

By:   
Ashley Gilhousen  
Chairperson

ATTEST:

  
David Broskie  
Superintendent of Schools

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By:   
Howard Wanamaker (Sep 17, 2024 12:25 EDT)  
Howard Wanamaker  
County Manager on behalf of the  
Board of County Commissioners

# **EXHIBIT A**

# **AGREEMENT**

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AFFILIATION AGREEMENT  
CLAY COUNTY FIRE RESCUE**

**I. PARTICIPATING AGENCIES**

This Affiliation Agreement between The School Board of Clay County, Florida, hereinafter referred to as the DISTRICT, and Clay County, a political subdivision of the State of Florida, (hereinafter referred to as the COUNTY), through its Board of County Commissioners, is entered into this 26th day of October, 2022, and shall be effective from October 26, 2022, through September 30, 2023, unless otherwise terminated as provided herein.

**II. PURPOSE OF AFFILIATION AGREEMENT**

It is mutually agreed that the purpose of this Affiliation Agreement is to provide a comprehensive hands-on learning experience for students from the DISTRICT, hereinafter referred to as PARTICIPANTS, in accordance with provisions of the guidelines set forth in this Agreement, through externship service with the County's Fire Rescue Department, hereinafter referred to as the DEPARTMENT.

**III. GENERAL PROVISIONS OF AFFILIATION AGREEMENT**

A. Both parties agree there will be no distinction in clinical opportunities because of race, sex, color, creed, age, national origin, religion, marital status, sexual orientation, disability or handicap, and agree to adhere to the provisions of Federal and State laws regarding discrimination.

B. The COUNTY, acting through the DEPARTMENT, will provide, at the PARTICIPANT'S expense, emergency care for injuries or acute illness while in attendance at the DEPARTMENT in accordance with the provisions of this Agreement.

C. This Agreement shall be subject to review annually, may be renewed by written instrument agreed to by the County and DISTRICT, and either party shall have the right to terminate this agreement upon 30 days written notice, without cause.

**IV. SPECIFIC RESPONSIBILITIES OF THE DISTRICT**

A. The DISTRICT shall designate a person or persons to coordinate and act as liaison with the appropriate DEPARTMENT personnel.

B. DISTRICT shall provide the DEPARTMENT with a list of PARTICIPANTS in the clinical externship at least ten (10) days prior to students attending the externship. Only one student per ALS transport vehicle is allowed at a time.

**C. DISTRICT shall insure that each PARTICIPANT is adequately able to perform the duties required during externship, and is able to function in the capacity expected by the DEPARTMENT.**

**D. DISTRICT does undertake and agree that it will indemnify and hold harmless the COUNTY and its officers, directors, employees, and agents, collectively referred to hereinafter as the Indemnities, for any liability that may be sustained by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, including reasonable attorney's fees incurred on account thereof, allegedly caused by, arising out of, or relating in any manner to the activity of any PARTICIPANT OR PARTICIPANTS supplied by the DISTRICT pursuant to this Agreement. Indemnification agreements in favor of the Indemnities will be signed by each PARTICIPANT, and kept on file at the DISTRICT. The COUNTY may request, and be provided a copy of these agreements at any time while agreement is in effect.**

**Notwithstanding any contrary contractual language, nothing in this agreement shall be construed or interpreted to increase the scope or dollar limit of the DISTRICT'S, School's or School Board's liability beyond that which is set forth in 768.28, Fla. Stat., or to otherwise waive the Contracting DISTRICT'S, School's or School Board's sovereign immunity, or to require the DISTRICT, School or School Board to indemnify the COUNTY or any other person, corporation or legal entity of any kind or nature whatsoever for any claim, demand, action, proceeding, injury or loss resulting from any acts other than the negligent acts of DISTRICT'S, School's or School Board's agents or employees or the members of the School Board.**

**E. DISTRICT as a political subdivision of the State of Florida, warrants and represents that it is self-funded for liability insurance with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the DISTRICT. The DISTRICT and the COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida the DISTRICT or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the DISTRICT beyond the waiver provided in Section 768.28, Florida Statutes.**

**DISTRICT shall procure and maintain, during the term of this Agreement and any renewal, professional liability insurance for claims, damages, or injuries to persons, arising out of the activities of the PARTICIPANTS carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000 for personal injuries arising out of professional negligence or malfeasance by PARTICIPANTS or DISTRICT employees or agents arising out of performance of assigned duties under this Agreement. DISTRICT shall submit certificates of insurance to the COUNTY evidencing such insurance as requested by the COUNTY. DISTRICT agrees that it shall provide to the COUNTY no less than thirty (30) days written notice**



prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein.

#### **V. SPECIFIC RESPONSIBILITIES OF THE DEPARTMENT**

It shall be the responsibility of the COUNTY through the DEPARTMENT to:

- A. Provide an appropriate orientation for PARTICIPANTS in connection with its facilities, policies, and procedures.
- B. Provide opportunities for a positive learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student provides that care.
- D. Designate a liaison from DEPARTMENT staff to interact with DISTRICT as necessary.

#### **VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT**

It shall be the responsibility of the PARTICIPANT(S) assigned through this Affiliation Agreement to:

- A. Comply with the policies and procedures of the COUNTY and the DEPARTMENT.
- B. Wear the necessary and appropriate uniform, including photo identification provided by the DISTRICT, while participating at the DEPARTMENT. The DEPARTMENT will furnish a copy of dress code requirements to the DISTRICT.
- C. Obtain prior written approval of both parties to this agreement before publishing any material related to the learning experience provided under the terms of the Affiliation Agreement.
- D. PARTICIPANT will agree to adhere to all pertinent Health Insurance Portability and Accountability Act (HIPAA) laws and confidentiality. DISTRICT will provide appropriate HIPAA training prior to externship with the DEPARTMENT. PARTICIPANTS will not use any identifying personal patient information in reports or documentation, and will abide by confidentiality requirements to safeguard details of patient interaction during the externship.

#### **VII. REFUSAL OF PARTICIPANT**

The DEPARTMENT shall reserve the right to refuse externship privileges to any PARTICIPANT without cause and for any reason. Refusal of externship privileges due to a person's inclusion in those classifications listed in section IIIA is forbidden.

## **VIII. MODIFICATION OF AFFILIATION AGREEMENT**

Modification of this Affiliation Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of all parties agreeing to the modification.

## **IX. COPIES OF AFFILIATION AGREEMENT**

Copies of this signed Affiliation Agreement shall be on file and available at the Corporate office of the DISTRICT and in the offices of the DEPARTMENT.

## **X. PUBLIC RECORDS LAW:**

The Parties to this Agreement acknowledge their joint obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Parties acknowledge that they are required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Parties covenant to comply with Public Records Laws, and in particular to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services required under this Agreement or Contract;
- (b) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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; and,
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the DISTRICT (other than education records) upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to comply with this section shall be deemed a material breach of this Agreement, for which the COUNTY may terminate this Agreement immediately upon written notice to the DISTRICT

**XI. ADDENDUM A**

The Clay County Standard Addendum A to all Contracts and Agreements is attached and made a part hereof.

**XII. SIGNATURES OF AGREEMENT WITH AFFILIATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on their behalf by their duly authorized representatives, as of the date and year first written above.

**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Mary Bolla

DATE: 10/6/2022

**MARY BOLLA, CHAIRPERSON**

**ATTEST:**

David S. Broskie

DATE: 10/6/2022

**DAVID S BROSKIE, SUPERINTENDENT OF SCHOOLS**

**CLAY COUNTY, a political subdivision  
of the State of Florida, by and through its  
Board of County Commissioners**


DATE:

\_\_\_\_\_  
**MIKE CELLA, CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_

**CLAY COUNTY, a political subdivision of the State of Florida,  
by and through its Board of County Commissioners**

By:   
Howard Wanamaker (Oct 26, 2022 14:29 EDT)

DATE: 10/26/2022

Howard Wanamaker  
County Manager on behalf of the  
Board of County Commissioners

## **ADDENDUM A**

### **STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS**

**[General]**

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the Clay County Comptroller's office to whom Invoices must be submitted by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

1.1. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed, performed or to be performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, performed or to be performed in full accordance with this Agreement, the Paying Agent shall notify the Contractor in writing that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

1.2. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

1.3. The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The

Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

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

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

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

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to

make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of the Agreement lies in Clay County, Florida

### 13. PUBLIC RECORDS LAW:

13.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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 County; and,
- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

- a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the

records to the County or allow the records to be inspected or copied within a reasonable time.

- b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- e) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

14. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating any contract with the County for goods or services of any amount that is entered into or renewed on or after July 1, 2018, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1). Further, as provided in Section 287.135(3), Florida Statutes, the County shall have the option of terminating a contract with the County for goods or services of \$1 million or more that is:

- (a) entered into or renewed on or before September 30, 2016, and:
  - i. is found to have submitted a false certification as provided under Section 287.135(5);
  - ii. 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 as referred to in Section 287.135(2); or,
  - iii. has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).
- (b) entered into or renewed on or after October 1, 2016, through June 30, 2018, and:
  - i. is found to have submitted a false certification as provided under Section 287.135(5);
  - ii. has been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1);
  - iii. 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 as referred to in Section 287.135(2); or,
  - iv. has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).
- (c) entered into or renewed on or after July 1, 2018, and:
  - i. is found to have submitted a false certification as provided under Section 287.135(5);
  - ii. 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 as referred to in Section 287.135(2); or,
  - iii. has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).








# 2022-2023-16 RN2 SBCC & Clay County Fire Rescue Ride-a-Long Agreement

Final Audit Report

2024-09-17

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By:	Lisa Osha (Lisa.Osha@claycountygov.com)
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