

CLAY COUNTY AGREEMENT/CONTRACT NO. 2024/2025-66 AM1

**FIRST RENEWAL AND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
CLAY COUNTY, FLORIDA AND THE CITY OF GREEN COVE SPRINGS, FLORIDA
[Re: Use of County's Grant Staff for Grant Research and Writing Assistance]**

This First Renewal and Amendment to Interlocal Agreement between Clay County, Florida and the City of Green Cove Springs, Florida relating to the use of County's Grant Staff for Grant Research and Writing Assistance ("First Renewal") is entered into this 2 day of October, 2025, between Clay County, a political subdivision of the State of Florida (the "County"), and the City of Green Cove Springs, Florida, a municipal corporation (the "City"). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, on November 26, 2024, the parties entered into an Interlocal Agreement relating to the use of County's Grant Staff for grant research and writing assistance, Clay County Agreement/Contract No. 2024/2025-66 ("Agreement"), which is attached hereto as Exhibit 1 and incorporated herein by reference, under which the County provides grant research and writing services through its Grant Staff in exchange for payment by the City; and

WHEREAS, the Agreement established an initial term commencing November 26, 2024, and continuing through September 30, 2025, with the option for extension or renewal upon subsequent written agreement of the parties; and

WHEREAS, the parties now desire to renew the Agreement for an additional one-year term commencing October 1, 2025, and continuing through September 30, 2026, and to amend certain provisions regarding term and compensation.

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. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Renewal. The Agreement is hereby renewed for an additional one-year term commencing October 1, 2025, and continuing through September 30, 2026.

3. Automatic Renewal. The Agreement is amended to provide that, following the expiration of the renewal term set forth above, the Agreement shall automatically renew on a year-to-year basis under the same terms and conditions unless either party provides written notice of non-renewal or termination at least thirty (30) days before the expiration of the then-current term.

4. Amendment to Compensation. Effective October 1, 2025, Paragraph 6(a) (Payment) of the Agreement is amended to establish an hourly reimbursement rate of **\$58.15 per hour**, representing the Grant Staff's salary and benefits. The City acknowledges that this hourly rate may be modified or increased in accordance with the Agreement.

5. Conforming Changes. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this First Renewal shall be and hereby are changed to conform to this First Renewal.

6. Ratification of Agreement. Except as expressly provided herein, all terms and conditions of the Agreement, as amended, not affected by this First Renewal are incorporated herein and shall remain in full force and effect.

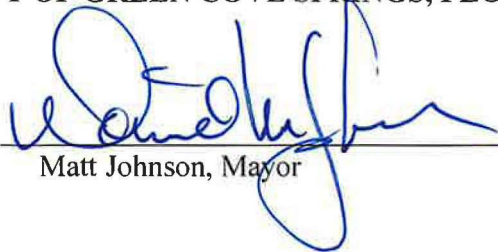
7. Counterparts. This First Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

8. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First 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 First Renewal on behalf of such party and that the First Renewal will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

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

CITY OF GREEN COVE SPRINGS, FLORIDA

By: 
Matt Johnson, Mayor

ATTEST:


Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:


By: 
L.J. Arnold, III, City Attorney

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

By: 
[Howard Wanamaker \(Oct 2, 2025 16:56:39 EDT\)](#)
Howard Wanamaker
County Manager on behalf of the
Board of County Commissioners

EXHIBIT 1

AGREEMENT

**INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND THE
CITY OF GREEN COVE SPRINGS, FLORIDA
[Re: Use of County's Grant Staff for Grant Research and Writing Assistance]**

This Interlocal Agreement between Clay County, Florida and the City of Green Cove Springs, Florida relating to the use of County's Grant Staff for Grant Research and Writing Assistance ("Agreement"), is entered into as of the 26th day of November, 2024 ("Effective Date"), by and between Clay County, a political subdivision of the State of Florida (the "County"), and the City of Green Cove Springs, Florida, a municipal corporation (the "City").

RECITALS

WHEREAS, Chapter 163, Florida Statutes, permits the parties to make the most efficient use of their respective powers, resources and capabilities by cooperating in the use of such; and

WHEREAS, the City is in need of staff to provide grant research and writing services on an interim and part-time basis for specific projects as identified in EXHIBIT A attached hereto; and

WHEREAS, the County has a Grants Division and has employed certain employees to provide the County with grant research, writing, and other services associated with grants ("Grant Staff"); and

WHEREAS, the County is willing to provide the City with the services of the Grant Staff on an as needed basis to assist the City with grant research and writing in relation to the projects described in EXHIBIT A in exchange for payment by the City to the County as set forth in this Agreement.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated herein by reference.
2. **Florida Interlocal Cooperation Act.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969," and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth in full, including, but not limited to the following specific provisions:
 - a. All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers'

compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

- b. This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
 - c. As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of the County.
3. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect until September 30, 2025 unless sooner terminated as provided herein. The Agreement shall be extended or renewed only upon subsequent written agreement of the parties.
4. **Termination.** This Agreement may be terminated by either party, with or without cause, with thirty (30) days written notice. If with cause, termination shall be effective immediately upon written notice. If without cause, termination shall be effective upon a date specified in a written notice no sooner than (30) calendar days immediately following the date of such notice. The City shall reimburse the County for services performed by the Grant Staff under this Agreement through the date of termination.
5. **Grant Staff Services.**
- a. In exchange for payment as described herein, the County agrees to provide the City with the services of the Grant Staff on an as needed basis to assist the City with grant research and writing in relation to the projects described in EXHIBIT A and any additional projects as may be agreed to between the parties.
 - b. Grant Staff are County employees and shall at all times herein be considered County employees. Grant Staff will be subject to the County's Personnel Policy and any other policies of the County.
 - c. The parties anticipate that Grant Staff will provide services to the City an average of ten to twenty (10 – 20) hours per month. The parties agree to work cooperatively to set a mutually beneficial schedule related to the City's use of the Grant Staff. Grant Staff shall continue to receive holiday time, sick leave time, and other similar benefits offered through Grant Staff's employment with the County.
 - d. For purposes of this Agreement, the County's point of contact will be Megan Covey, County's Grant Director, or designee ("County's Representative"). The City's point of contact will be Steve Kennedy, City Manager, or designee ("City's Representative"). The City Representative shall work with the County's

Representative on assignment requests. The City's Representative shall determine grant research and writing assignments related to the projects identified in EXHIBIT A, be the authorized representative to submit completed grant applications, and be the authorized representative to manage grant compliance and project management, if an application is awarded.

- e. The City understands and acknowledges that the City shall be responsible for any funds it receives from Federal, State, or other sources.
- f. During the times that Grant Staff performs services for the City, the parties agree that the City has the authority to direct and oversee the services performed by Grant Staff. The City agrees that it shall report to the County any and all personnel issues relating to Grant Staff so that the County may take necessary or appropriate actions pursuant to the County's policies.
- g. While the County's Grant Staff will utilize its best efforts in performance of the services hereunder, the City understands and acknowledges that such services may not result in error-free or fault-free deliverables, work product, or materials as part of the services. In no event shall the County be responsible for the City's use of the results of the services, deliverables, or work product of the Grant Staff.
- h. In the event that the County and the City are both applying for the same grant, the County will notify the City of such. The City understands and acknowledges that the County shall have no obligation to prioritize the City's grant applications over the County's grant applications. The County shall exercise its discretion in managing its grant research and writing services and may allocate its resources as it deems appropriate without creating any duty of loyalty or prioritization in favor of the City's applications.

6. Payment.

- a. In consideration of the services provided by Grant Staff to the City, the City agrees to reimburse the County for the Grant Staff's salary and benefits at the rate of \$51.87 per hour. The City understands and acknowledges that Grant Staff's salary and benefits may be modified or increased throughout the term of this Agreement. The parties agree to discuss and conduct reviews, at least annually, to address any modifications or changes to the payment terms and the Grant Staff's hourly rate, which shall be made a part of this Agreement by a written amendment.
- b. The County will submit monthly invoices to the City's Representative itemized by date and hours worked by the Grant Staff. All payments required under this Agreement shall be made in accordance with the Local Government Prompt Payment Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

- 7. **Compliance with Applicable Laws.** The parties will abide by, and comply with all applicable laws, rules, regulations, ordinances, orders, and policies of the County, the State, and the Federal governments concerning the performance of this Agreement.

8. Indemnification.

- a. Subject to and within the limitations of Section 768.28, Florida Statutes, the City agrees to relieve, indemnify, defend, and to hold harmless the County, and its directors, officers, staff, employees, representatives, and agents from any and all liabilities, losses, claims, damages, demands, expenses, or actions made against the County which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the City and/or its officers, employees, agents, and servants. The City's duty to defend, indemnify and hold the County harmless specifically does not encompass indemnifying the County for its own negligence, intentional or wrongful acts, omissions or breach of contract. Notwithstanding anything stated to the contrary in the Agreement, nothing herein is intended to serve as a waiver of the County's or the City's sovereign immunity protections nor does it extend the County's or the City's liability beyond the limits established in Section 768.28, Florida Statutes.
- b. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent, staff, or employee of the County in his or her individual capacity, and no member, officer, agent, staff, or employee of the County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- c. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

9. Public Records and Audit.

- a. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to either the County or the City.
- b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years following expiration or termination of this Agreement. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. Each party to this Agreement, upon written reasonable notice, shall have the right to audit and inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754,

publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 297-7047, EWest@Greencovesprings.com, 321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043.

10. **Further Assurances.** Each party agrees that it will execute and deliver to the other promptly upon demand any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
11. **Remedies.** The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.
12. **Independent Contractor.** Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. The Grant Staff are County employees and will not be considered City employees. Additionally, this Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.
13. **Governing Law and Venue.** This 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 this Agreement lies in Clay County, Florida.
14. **Attorneys' Fees.** In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend either party's liability beyond the limits established in Section 768.28, Florida Statutes.

15. **Notice.** Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery service, addressed as follows:

To City:
City Manager
City of Green Cove Springs
321 Walnut St
Green Cove Springs, FL 32043

To County:
County Manager
Clay County Administration Building
477 Houston St.
Green Cove Springs, FL 32043

Notice may also be delivered to such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made and effective seventy-two (72) hours after posting.

16. **No Assignment.** The City shall not assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any other party without prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the City without such prior written consent shall be null and void.
17. **No Third-Party Beneficiaries.** Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.
18. **Amendment.** This Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto. Any request for services in addition to or different from the services contemplated herein will require the execution of an amendment to this Agreement.
19. **Waiver.** No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.
20. **Severability.** If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall the City or its assigns have any cause of actions against the officers or employees of the County, or against any elected official of the County based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

21. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.
22. **Entire Agreement.** It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the City with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.
23. **Authority.** The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date and year first above written.

CITY OF GREEN COVE SPRINGS, FLORIDA

By: 
Steven Kelley, Mayor

ATTEST:


Erin West, CMC, City Clerk

APPROVED AS TO FORM ONLY:

By: 
L.J. Arnold, III, City Attorney

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

By: 
Jim Renninger (Nov 27, 2024 15:02 EST)
Jim Renninger
Its Chairman



ATTEST:


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

EXHIBIT A
PROJECT LIST FOR CITY OF GREEN COVE SPRINGS

- Electric Storm Hardening of City System
- Electric Reliability Opportunities
- Power Upgrades to City Substation
- Downtown regional stormwater grants to support acquiring and constructing future stormwater basins
- Downtown regional/On Street parking grants
- Historic Preservation special categories grant regarding the buildout of the Rivers House
- Trails
- Stormwater pipe replacement
- Shoreline Resiliency – Spring Park
- City Pier Extension – Recreation
- Oakridge stormwater project - Upgrade undersized piping and also adds a pond for water quality improvements
- Electric System Hardening – Convert from Overhead to Underground infrastructure
- Parking and Multimodal transportation opportunities
- Public Safety Grants for Equipment, vehicles, personnel (COPS Grant)
- Water Quality Improvements, Install reclaimed water system
- Parks Master Plan Funding
- Any additional projects as may be agreed to by the County and the City. Such authorization may be obtained from the County's Representative and City's Representative on behalf of the County and the City, respectively.