AGREEMENT FOR INVITATION TO BID NO. ITB_2026_10 Roof – Department of Public Safety
CONTRACT ID: ITB_2026_10

THIS AGREEMENT ("Agreement") is entered as of October 20, 2026 ("Effective Date") by and between the Levy County Board of Commissioners, a political subdivision of the State of Florida ("County") and Keeler Roofing LLC., a corporation authorized to do business in the State of Florida ("Contractor"). County and Contractor may also be referred to herein each as a "Party" and collectively as the "Parties".

WHEREAS, on **June 15, 2026** County issued Invitation to Bid No. **ITB_2026_10** and bid documents attached thereto (collectively, the "Solicitation") for services described in Section 4 of this Agreement and the Solicitation ("Services") in accordance with the applicable procurement policies; and

WHEREAS, Contractor submitted a bid in response to the Solicitation ("Bid") and was selected by County to provide the Services; and

WHEREAS, County desires to obtain the Services from Contractor and believes doing so will serve a valid purpose and be to the economic advantage of County; and

WHEREAS, Contractor is willing and able to provide the Services to County under the terms and conditions provided for herein; and

WHEREAS, County takes no position with regard to the mission statement, vision statement, values, policies, or other similar attributes of Contractor and instead focuses solely on Contractor's ability to provide the Services in accordance with the terms hereof.

NOW, THEREFORE, in consideration of mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, Contractor and County hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.

2. **Incorporation; Conflict.** The Solicitation and the Bid are fully incorporated by reference as if fully set forth herein. Any conflict between the terms of the foregoing and this Agreement shall be controlled in the following order: (1) this Agreement; (2) addenda to this Agreement, if any; (3) the Solicitation; and (4) the Bid. For any federal funded work, the federal requirements attached as Exhibit B to the Solicitation including, but not limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as may be amended from time to time shall control and take precedence over any term contrary thereto.

3. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until Contractor completes all Services contained in the Scope of Services and required under this Agreement, and County accepts such Services as satisfactory, unless otherwise terminated in accordance herewith. The term of this Agreement may be extended by an addendum hereto in the event County and Contractor agree to Contractor's provision of any additional services to County in accordance with this Agreement.

4. **Scope of Services.** The Project consists of the Services as set forth in Section 4.1 of the Solicitation, and as amended by Addendum No. 1 dated July 2, 2026. Contractor shall perform the Services in strict accordance with the provisions of this Agreement and the Solicitation.

5. **Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, for the sum of Forty Three Thousand Five Hundred Seventeen Dollars and fifty cents ($43,517.50) as set forth in the Bid.

    A. Invoices received from Contractor pursuant to this Agreement will be reviewed by County's Project Manager. Contractor agrees to provide County with any additional documentation requested to document the work and/or process the invoices. If the Services have been rendered in conformity with this Agreement, the invoice will be sent to the Finance Department for payment. Invoice must reference the Contract number assigned by County after execution of this Agreement.

    B. Invoices will be paid in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

6. **Termination.** This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days advance written notice to Contractor, which notice specifies the cause of termination and allows Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Contractor's services are no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida's public records laws.

    A. In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.

    B. Notwithstanding the foregoing, Contractor shall not be relieved of liability for damages sustained by the County arising from Contractor's breach of this Agreement and County may reasonably withhold payment to Contractor for the purpose of set-off until such time as the exact amount of damages due to County from Contractor is determined.

7. **Commencement and Completion of Services.** The date of commencement of Services at the site shall be as set forth in the Notice to Proceed. The official Notice to Proceed will be provided to Contractor in writing by County and shall state the Date of Commencement. Contractor shall complete the Services within the time set forth in the Notice to Proceed. The total calendar days include weekend days and holidays. If any Service be performed under this Agreement does not achieve completion within the times set forth in the Notice to Proceed, or within such extra time as may be granted by County, Contractor shall be deemed in default. For each day Contractor is in default, Contractor or its Surety shall pay to County, not as a penalty, but as liquidated damages, the sum of $1500 per calendar day that the facility cannot operate. County shall have the right to deduct the liquidated damages from any money County owes Contractor.

    A. Permitting the Contractor to continue and finish the Services or any part of it after the expiration of the time allowed under this Agreement, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

8. **Access to Necessary Property and Materials.** County shall provide reasonable access and entry to all public property required by Contractor to perform the work described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement. In addition, County shall furnish to Contractor, upon request of Contractor and at County expense, all existing studies, reports and other available date pertinent to the work to be performed under this Agreement which are within the County's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgement before relying on such materials.

9. **Final Inspection.** Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the County shall make an inspection. If the County finds the work fully performed and acceptable under this Agreement, final payment shall be issued by the County. If the County finds that the work has not been fully performed and is not acceptable, the County shall provide a written list of items which need to be completed or corrected. These items shall be completed within ten (10) days of the written notification to Contractor.

10. **Correction of Deficiencies and Omissions; No Waiver**. Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statutes of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement or cause of action County may have arising out of the performance of this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.

11. **County Property.** All documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County without restriction or limitation as to use. Any other use by Contractor or other parties shall be approved in writing by County. If requested, Contractor shall deliver the documents to County within fifteen (15) calendar days.

12. **Insurance.** Contractor shall comply with the following insurance requirements during the term of this Agreement.

    A. Prior to rendering any performance under this Agreement, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

    B. In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the Solicitation/Project Name, and naming "Levy County Board of Commissioners, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

    C. Each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

    D. Coverages and limits for required insurance is as follows:

    1. Worker's Compensation
    Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

2. Commercial General Liability – Occurrence Form Required
Vendor shall maintain commercial general liability (CGL) insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at $100,000.

3. Commercial Automobile Liability Insurance
Vendor shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. Builders Risk Insurance
The Contractor shall purchase and maintain Builders Risk Insurance to cover the subject property for all risks of loss, subject to a wavier of coinsurance, and covering off-site storage, transit and installation risks.

The policy is to be endorsed to cover the interest of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy the facility under construction or renovation during such activity.

Notwithstanding anything to the contrary contained herein, Contractor's failure to fully comply with the insurance requirements contained herein shall constitute a material breach of this Agreement and shall give County the right, but not the obligation, to terminate this Agreement without further liability.

13. **Payment and Performance Bond.** At the time of execution of this Agreement by the Contractor, Contractor shall provide County with a combination Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as a surety and the Bond must be in the form required by Section 255.05, Florida Statutes. Alternatively, the Contractor may provide one of the alternative forms of security authorized by Section 255.05(7), Florida Statutes. Any security provided shall be in the amount of 100% of the Bid Amount.

14. **Laws and Regulations.** Contractor shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement. In addition, Contractor shall be solely responsible for obtaining all permits and licenses necessary to provide the Services and for complying with all federal, state, and local laws, codes, rules, regulations, ordinances, and orders of any public, quasi-public, or other governmental entity concerning performance of the Services. Notwithstanding anything contained herein to the contrary, failure by Contractor to obtain or maintain all such required permits and licenses shall constitute a material breach of this Agreement by Contractor and shall give County the option, but not the obligation, to immediately terminate this Agreement no earlier than three (3) business days after County notifies Contractor of such issue in writing.

15. **Skill and Expertise Warranty.** Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services under this Agreement and that each person and entity that will perform the Services are duly qualified to perform such work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Service(s). Contractor represents and warrants that the Services shall be performed in a skillful and

respectful manner, and the quality of all such Services shall equal or exceed prevailing industry standards for the performance of such Services. In entering into this Agreement, the Contractor acknowledges that County is materially relying on the warranties stated in this paragraph. The County shall be entitled to recover any damages it incurs to the extent any such warranty is untrue. In addition, if any such warranty is untrue, County shall have the right, at its sole discretion to terminate this Agreement without any further liability to County, to deduct from any amounts due to Contractor under this Agreement the fully amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

16. **Indemnification.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

    A. The waiver by a Party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions. This Section 16 shall survive the expiration or earlier termination of this Agreement.

17. **Sovereign Immunity.** Notwithstanding anything contained herein to the contrary, nothing herein shall be construed as a waiver by County of sovereign immunity or of any rights, privileges, or limits to liability existing under Section 768.28, Florida Statutes. Any liability on the part of County hereunder shall be subject to County's right to sovereign immunity and any other limitations provided to County as a political subdivision of the State of Florida under applicable law. This paragraph shall survive the expiration or earlier termination of this Agreement.

18. **Non-Appropriation.** Notwithstanding anything contained herein to the contrary, County's obligation to purchase and pay for goods and services under this Agreement is contingent on the annual appropriation and availability of sufficient funds, as determined in County's sole and absolute discretion, to pay for such goods and services. If County determines the annual appropriation and availability of funds is insufficient to allow County to fulfill its obligations hereunder, then (a) County shall give written notice to Contractor, (b) Contractor shall have the option to terminate this Agreement within fifteen (15) days after receipt of said notice, (c) County shall remain obligated to pay for all previously requested or ordered goods and services that are actually delivered or provided to County prior to Contractor's receipt of said notice, and (d) in no event shall County's failure to fully perform, if caused by insufficient annual appropriation or availability of funds, constitute a breach of this Agreement or an event of default hereunder, or otherwise trigger any late charges or similar penalties.

19. **Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor for the limited purpose of providing the Services, and nothing in this Agreement shall be construed as creating any other type of relationship, including, without limitation, partnership, joint venture, or agency, between Contractor and County. Neither Contractor nor any of Contractor's members, officers, agents, representatives, employees, subcontractors, suppliers, or independent contractors shall be deemed to be employed by County or eligible to receive insurance or other employment benefits provided by County to its employees, including, without limitation, workers' compensation insurance, unemployment insurance, or retirement benefits. Further, Contractor will be responsible for

paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. Notwithstanding anything contained herein to the contrary, in no event shall County be liable or otherwise responsible for the acts or omissions of Contractor under the doctrine of respondeat superior or any similar legal theory. This paragraph shall survive the expiration or earlier termination of this Agreement.

20. **Use of Coercion for Labor and Services.** Pursuant to Section 787.06(14), Florida Statutes, Contractor certifies that Contractor does not use coercion for labor or services as defined in Florida Statute 787.06. Contractor shall provide County an executed copy of the affidavit attached hereto as **Exhibit A** prior to rendering any performance under this Agreement.

21. **Scrutinized Companies.** Contractor acknowledges and agrees that County may immediately terminate this Agreement without penalty if County determines that Contractor: (a) submitted to County a false certification under Section 287.135, Florida Statutes, as applicable, (b) 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 defined in Section 215.473, Florida Statutes), (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on the Scrutinized Companies that Boycott Israel List (as defined in Section 215.4725, Florida Statutes), or (e) is engaged in a boycott of Israel.

22. **Public Entity Crime**. As required by Section 287.133(3)(a), Florida Statutes: "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, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." Contractor hereby certifies that, to the best of its knowledge and belief, that neither Contractor nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents have been placed on the convicted vendor list within 36 months prior to submission of the Bid.

23. **E-Verify System.** Contractor understands and acknowledges that, pursuant to Section 448.095, Florida Statutes, Contractor is a contractor subject to the following:

    A. Contractor shall use the U.S. Department of Homeland Security's E-Verify system, available at https://www.e-verify.gov/, to verify the work authorization status of all employees hired during the term of this Agreement.

    B. If Contractor employs any subcontractors to perform the services or provide the products described herein, then Contractor shall require each subcontractor to also use the E-Verify system to verify the work authorization status of all employees hired by such subcontractor during the term of this Agreement. In addition, each subcontractor shall provide to Contractor an affidavit stating they do not employ, contract with, or subcontract with any unauthorized aliens, as defined in Section 448.095(1)(k), Florida Statutes. Contractor shall keep and maintain said affidavit for the duration of this Agreement and shall provide a copy to County upon request.

    C. Contractor shall provide evidence of compliance with Section 448.095, Florida Statutes upon request by County. Satisfactory evidence of compliance with Section 448.095, Florida Statutes, includes without limitation written notice of Contractor's E-Verify number.

    D. Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of this Agreement by Contractor and shall give County the option, but not the obligation, to immediately terminate this Agreement without penalty.

24. **No Contingent Fees.** Contractor certifies 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 this Agreement 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 other consideration contingent upon or resulting from the award or making of this Agreement. In the event of breach or violation of this provision, County may terminate this Agreement without liability and deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

25. **Project Manager(s).** Each Party designates the following person(s) to serve as a point of contact for the day-to-day performance of this Agreement. Either Party may revise their designated point of contact by written notice to the other Party.

County's Project Manager	**Contractor's Project Manager**
Office: Department of Public Safety	Keeler Roofing LLC.
Phone: 352-486-5209	352-514-4930
Email: mharrell@levydps.com	chadd@keelerroofing.com
Physical & Mailing Address: 310 School Street, Suite 112, Bronson, Florida 32621	578 SE 70th Loop Trenton, FL 32693

26. **Contractor Personnel.** Contractor agrees that, to the best of its ability, the key personnel identified in the Bid (if any) will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Bid, it shall provide prompt written notice to County, including the names and qualifications of the replacement personnel. If County, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the Services on behalf of Contractor pursuant to this Agreement, then County may require that Contractor assign a different person or persons to be the contact person or to perform the Services hereunder.

27. **Public Records Retention.** To the extent doing so will not violate any federal law relating to confidentiality of records, Contractor shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:

    A. Keeping and maintaining all public records required by County to perform the service.

    B. Providing to County, upon request from County's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to County.

    D. Upon completion of this Agreement, either (1) transferring to County, at no cost to County, all public records in Contractor's possession and destroying any duplicate copies of public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by County to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to County in a format that is compatible with County's information technology systems.

    E. Subsections A through D above shall survive the expiration or earlier termination of this Agreement.

IF 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 (352) 486-5218 OR LEVYBOCC@LEVYCOUNTY.ORG OR 310 SCHOOL STREET, SUITE 112, BRONSON, FL 32621.

28. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by e-mail addressed as follows:

If to County	Levy County Board of Commissioners Attn: County Manager 310 School St, Suite 112 Bronson, FL 32621 **levybocc@levycounty.org**
If to Contractor:	Keeler Roofing LLC Attn: Chadd Buchholz 578 SE 70th Loop Trenton, FL 32693 chadd@keelerroofing.com

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable. For the purposes of this Agreement, the attorney for any of the parties to this Agreement shall be permitted to deliver any and all notices under this Agreement on behalf of his or her client, and any notice so delivered by said attorney shall be deemed as delivered by his or her client as if his or her client had delivered the same directly.

29. **Right to Audit.** Contractor shall be subject to the following:

A. Contractor shall keep all records and supporting documentation which concern or relate to the Services provided to County (the "**Related Documents**") for a minimum of three (3) years from the expiration or termination date of this Agreement or such longer period of time as may be required by law. Contractor shall require its subcontractors to also comply with this provision.

B. County, or its duly authorized agents or representatives, shall have the right to (i) access, during normal business hours, the Related Documents upon request, and (ii) to audit, inspect and copy the Related Documents as often as necessary. Contractor shall cooperate in any audit, inspection, or copying of the Related Documents.

C. If County conducts an audit of the Related Documents and finds that Contractor overcharged County, then Contractor shall pay to County the overcharged amount plus interest of 12% per annum accruing from the date the overcharge was paid by County (the "**Overcharged Amount**"). If the Overcharged Amount is equal to or greater than $25,000.00, Contractor shall also reimburse County for its actual costs to conduct the audit (the "**Audit Costs**"). County may deduct the Overcharged Amount and the Audit Costs (if applicable) from any unpaid amounts County owes, currently or in the future, to Contractor for the Services and County

shall invoice Contractor for any portion of the Overcharged Amount and the Audit Costs remaining after such deduction. In no event shall the Overcharged Amount or the Audit Costs be deemed a reimbursable cost of providing the Services.

D. Subsections A through C above shall survive the expiration or earlier termination of this Agreement.

30. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights here-under shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

31. **Assignability.** This Agreement is binding on and shall inure to the benefit of Contractor and its successors and assigns; provided, however, that Contractor may not assign any of its rights or obligations contained in this Agreement without County's prior written consent.

32. **No Third-Party Beneficiary Rights.** No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any entity, manager, member, employee, subcontractor, officer, director, shareholder, partner, owner, agent, or associate of any Party, or in any other person, unless otherwise specifically provided for herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties.

33. **Modification.** This Agreement may not be modified or amended nor shall any provision of it be waived except in writing signed by Contractor and County, or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of either Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Contractor and County, or their respective agents acting under express written authority to do so.

34. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined to be invalid or unenforceable by a court of competent jurisdiction, then the validity of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

35. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. An electronic or facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.

36. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between Contractor and County and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

37. **Construction.** This Agreement shall be construed as if it were jointly prepared by Contractor and County and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

38. **Authority.** Contractor and County each represent and warrant that: (a) it is duly organized, validly existing, and in good standing under the laws of the state of its formation, (b) it has full power and authority to execute and deliver this Agreement and to perform all of its duties and obligations created hereunder, (c) no provisions of this Agreement or the performance of its duties or obligations hereunder conflict with its organizational documents or any other agreement to which it is a party or by which it is bound, and (d) the person executing this Agreement possesses full authority to do so and to lawfully and effectively bind the entity such person purports to represent.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
Tim Hodge, Chair
Date: _____

ATTEST: Matt Brooks, Clerk of the
Circuit Court and Ex-Officio Clerk of
The Board of County Commissioners

_____
Matt Brooks, Clerk

Approved as to form and legal sufficiency

_____
County Attorney

CONTRACTOR

_____

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

_____

Secretary of Corporation

EXHIBIT A

State of Florida - County of Levy

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name:	
Address:	
Phone Number:	
Authorized Representative's Name:	
Authorized Representative's Title:	
Email Address:	

Effective July 1, 2024, Florida Statute 787.06(14) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of such nongovernmental entity under penalty of perjury attesting that such entity does not use coercion for labor or services as defined in Florida Statute 787.06 as set forth below.

As the person authorized to sign on behalf of Contractor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____
(Signature of authorized representative) Date

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____of _____, a _____, on behalf of the said _____. S/he is (___) personally known to me or (____) produced a _____ driver's license as identification._____

_____
Signature of Notary Public

_____
Print, Type, or Stamp Name of Notary

EXHIBIT B

FEMA PROVISIONS

Contractor must comply with the Federal requirements as they apply for **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS** and all applicable Federal requirements for this ITB. The Contract may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II, as amended, and as may be amended from time to time, and as otherwise may be listed herein. Should there be any conflict between the provisions contained in the Solicitation or any resulting agreement the applicable federal requirements shall prevail.

1. FEDERAL FUNDING

A. When property or services are procured using funds derived from a Federal grant or agreement, whether direct to the County or "pass-through" from another entity, the County is required to and will follow the Federal procurement standards set forth in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Sections 200.213 and 200.317 through 200.326.

B. Contract Cost and Price: For every procurement in excess of $100,000, including Change Orders or Contract Amendments greater than $100,000, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit shall not be used.

2. RECIPIENTS AND SUBCONTRACTS

Awarded Contractor(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

3. FEDERAL EQUAL EMPLOYMENT LAWS

Contractor agrees to comply with all federal equal opportunity laws and implementing regulations, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 and implementing regulations thereof

2. Section 109 of the Housing & Community Development Act of 1974
3. Section 503 Handicapped (for contracts $2,500 or over)
4. Age Discrimination Act of 1975, as amended
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968

4. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

The Davis-Bacon Act and Copeland-Anti-Kickback Act only apply to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. ***These Acts do not apply to other FEMA grant and cooperative agreement programs, such as FEMA's Public Assistance Grant Program.***

5. DAVIS BACON ACT

A. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

B. Contractor shall pay wages not less than once a week.

C. If applicable, the County has placed a copy of the current prevailing wage determination issued by the Department of Labor in the underlying solicitation for this Contract. The decision to award this Contract or any subcontract shall be conditioned upon the acceptance of the provided wage determination. The County shall report all suspected or reported violations to the Federal awarding agency.

6. COPELAND ANTI-KICKBACK ACT

A. Compliance with the Copeland "Anti-Kickback" Act.

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this Contract.

2. Subcontracts. The Contractor, or subcontractor, shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This requirement applies to all FEMA grant and cooperative agreement programs valued at over $100,000 and that involve employment of mechanics, laborers, and construction work.29 These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.

A. Pursuant to 40 U.S.C. § 3702, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.

B. Pursuant to 40 U.S.C. § 3704, if the Contract is for construction work, Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. However, these requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The County may, upon its own action or must upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor. The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds

were withheld. The Department of Labor has priority to funds withheld or to be withheld in accordance with this paragraph over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its re-procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

A. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

B. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
(iv) Informing any other person about their rights under CWHSSA or this part.

9. FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

B. Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the

Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

10. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a), and the County *wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the* County *must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.*

The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

> *Pursuant to 37 C.F.R. Part 401, each funding agreement awarded to a small business firm or nonprofit organization (except those subject to 35 U.S.C. 212) shall contain the clause found in § 401.14(a) with such modifications and tailoring as authorized or required elsewhere in this part.*

11. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

A. Definitions

1. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321et seq.).

2. Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

3. Practical Application means to manufacture in the case of a composition or product, to practice in the case

of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

4. Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

5. Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

6. Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

When the agency head or duly authorized designee determines at the time of contracting with a small business firm or nonprofit organization that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing treaty or international agreement, the following sentence may be added at the end of paragraph B.:

This license will include the right of the government to sublicense foreign governments, their nationals, and international organizations, pursuant to the following treaties or international agreements:

If the funding agreement involves performance over an extended period of time, such as the typical funding agreement for the operation of a government-owned facility, the following language may also be added:

The agency reserves the right to unilaterally amend this funding agreement to identify specific treaties or international agreements entered into or to be entered into by the government after the effective date of this funding agreement and effectuate those license or other rights which are necessary for the government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

C. Invention Disclosure, Election of Title, and Filing of Patent Application by Contractor

1. The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has

been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

2. The Contractor will elect in writing whether to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention.

1. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within sixty (60) days after learning of the failure of the contractor to disclose or elect within the specified times.

2. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

3. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

2. The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent

necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty (30) days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

2. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph C., above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by C.1., above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

If the Contract is for the operation of a government-owned facility, the County may add the following at the end of paragraph F.:

5. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a description of the procedures to the contracting officer so that the contracting officer may evaluate and determine their effectiveness.

The County may add additional subparagraphs to paragraph F. to require the Contractor to do one or more of the following:

1. Provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

2. Provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the contractor has applied for a patent.

3. Provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report.

G. Subcontracts

1. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

H. Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph J. of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;

3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee, or licensees; or

4. Such action is necessary because the agreement required by paragraph I. of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;

2. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 37 CFR 401.10;

3. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

If the Contract is with a nonprofit organization and is for the operation of a government-owned, contractor-operated facility, the following will be substituted for paragraph K.3.:

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 75 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the

remaining 25 percent shall be used by the contractor only for the same purposes as described above. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.

4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph K.4.

L. COMMUNICATION- For all matters relating to the clause above, Contractor shall communicate with the County's Public Information Officer (PIO) or Communications Manager at 941-429-7077.

A. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

12. CLEAN AIR ACT

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Health or Florida Department of Business and Professional Responsibility, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

13. FEDERAL WATER POLLUTION CONTROL ACT

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

14. DEBARMENT AND SUSPENSION

A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, because it is a contract for goods or services that includes the below listed items. As such the Contractor shall verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are "excluded," as defined at 2 C.F.R. § 180.940, or "disqualified," as defined at 2 C.F.R. § 180.935 because:

1. The Contract is awarded by the County in the amount of at least $25,000.

2. The Contract requires the approval of FEMA, regardless of amount.

3. The Contract is for federally required audit services; or

4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. The Contractor shall have completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and returned it to the County with their Proposal.

F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the County, who in turn will forward the certification(s) to the federal agency.

16. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the Contract performance schedule; or

2. Meeting Contract performance requirements; or

3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C § 6962).

17. ACCESS TO RECORDS

A. Access to Records.

1. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the

Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4. Such records will be maintained for five (5) years after the completion of the work done under the Contract and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The County retains a firm, which annually audits records; should records be required within that period, Contractor will be notified in writing.

B. Federal Records Requirements: If applicable, records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

18. DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain written permission from the Department of Homeland Security ("DHS") prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

19. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The parties to this Contract acknowledge that FEMA financial assistance will be used to fund this Contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from this Contract.

21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions taken pursuant to this Contract.

22. DOMESTIC PREFERENCES FOR PROCUREMENT (200.322)

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

END OF SUPPLEMENTAL FEMA PROVISIONS.

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