September 1, 2026

Mary-Ellen Harper
Levy County – Board of County Commissioners
310 School Street, Ste. 112
Bronson, Florida 32621

Re: Letter Agreement for Professional Services for
Impact Fee Study Report
Levy County, Florida

Dear Mary-Ellen,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to Levy County, Florida ("County" or "Client") for providing professional consulting services for an Impact Fee Study Report ("Project").

Project Understanding

The County is seeking to update its Parks and Recreation, Emergency Medical Services ("EMS"), Road, and Fire impact fees to ensure they accurately reflect current service demands, infrastructure needs, and growth-related costs. The Parks and Recreation and EMS impact fees were last updated in 2005, while the Roadway and Fire impact fees were last updated in 2014, therefore the County would like re-evaluate and update these fees based on current conditions, service standards, and development trends.

Kimley-Horn will work with County Staff, Elected and Appointed Officials, and County Attorneys to develop the fee calculations. This will require a plan-based methodology. As stated in Florida Statute Section 163.31801 ("Impact Fee Act"):

- The fee must be proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.
- The fee must be proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.
- The local government must specifically earmark funds collected under the fee for use in acquiring, constructing, or improving capital facilities to benefit new users. Thus, the fees cannot be used for operations or maintenance activities such as re-paving roads or funding transit operations.
- Revenues generated by the impact fee may not be used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.
- Cost and credit components must be evaluated.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Parks and Recreation Impact Fees Calculations

The Consultant will evaluate the County's parks, recreation, and open space system and coordinate with County staff to verify existing park level-of-service standards and confirm consistency with the County Comprehensive Plan, including any adopted updates, as well as applicable state and national guidance, including SCORP and NRPA standards.

The Consultant will assess current and future parks and recreation needs based on population growth projections, demographic trends, development patterns, and facility utilization. Projected park acreage and facility needs will be identified for 5-year, 10-year, and 15-year planning horizons. If additional plan-based work is requested by the County, additional services will be required.

The Consultant will develop the impact fee calculation, including both the cost and credit components required to establish a fee that is consistent with the Impact Fee Act. The cost component will be based on the estimated costs associated with acquiring, developing, and improving park land and facilities needed to maintain the adopted level of service for future growth. Opinions of Probable Construction Cost (OPCC) will be developed using available County information, historical expenditures, vendor pricing, and other relevant data sources.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

The Consultant will also evaluate an impact fee component for recreation facilities. In the absence of existing recreation facilities, the Consultant will utilize the best available local and regional data to estimate future demand based on anticipated population and development trends.

The credit component will be developed based on eligible capital expansion expenditures incurred over the previous ten years and provided by County staff. The Consultant will prepare an updated Parks and Recreation Impact Fee Schedule reflecting the calculated net cost attributable to future growth.

The data request for this Task will be developed during project initiation to comply with the Impact Fee Act.

Deliverable: Parks and Recreation Impact Fee Calculations. One (1) round of revisions based on County consolidated and conformed comments is included in this task. One (1) virtual meeting to review these calculations is included.

Task 2 – EMS Impact Fee Calculations

This portion of the project will be prepared by a Sub-Consultant. The Sub-Consultant will evaluate the impacts of future residential and nonresidential growth on the County's EMS system. The Sub-Consultant will collect and analyze available demographic, development, redevelopment, employment,

and growth data to project future service demands over the next 10-years. The Sub-Consultant will evaluate current EMS facilities, equipment, and service levels and assess future facility and capital needs.

The data request for this Task will be developed during project initiation to comply with the Impact Fee Act.

Deliverable: EMS Impact Fee Calculations. One (1) round of revisions based on County consolidated and conformed comments is included in this task. One (1) virtual meeting to review these calculations is included.

Task 3 – Road Impact Fee Calculations

The Consultant will evaluate the transportation impacts associated with future residential and nonresidential development within the County. The Consultant will collect and analyze available growth, redevelopment, employment, and transportation data to forecast future travel demand and infrastructure needs over the next 10-years.

The Consultant will calculate travel demand by land use category using accepted industry methodologies and data sources, including the most recent Institute of Transportation Engineers (ITE) Trip Generation Manual. The analysis will include the application of pass-by reductions, calculation of new vehicle trips, development of average trip lengths, and evaluation of trip characteristics using available travel demand models, REPLICA data, and other sources.

The Consultant will determine the transportation capacity needed to accommodate future growth by calculating daily capacity per lane mile and evaluating roadway improvement costs. OPCC's will be based on recent County transportation projects, FDOT cost-per-mile models, and other available data and will include planning, design, right-of-way (ROW) acquisition, construction, construction engineering and inspection (CEI), and multimodal improvements such as bicycle, pedestrian, and transit facilities.

The Consultant will also develop the credit component of the impact fee study to account for transportation revenues generated by future development that will be used to fund capacity improvements, thereby avoiding duplication of payment. The analysis will include a review of available gas tax revenues, FDOT Work Program funding information, fuel efficiency data, and other transportation funding sources.

The data request for this Task will be developed during project initiation to comply with the Impact Fee Act. If available, the County will provide:

- The latest capital improvement plan list, as well as any other planned improvements
- Cost data for any recent transportation projects
- Historical data showing the gas tax revenues that have been used to pay for transportation capacity improvements

Deliverable: Road Impact Fee Calculations. One (1) round of revisions based on County consolidated and conformed comments is included in this task. One (1) virtual meeting to review these calculations is included.

Task 4 – Fire Impact Fee Calculations

This portion of the project will be prepared by a Sub-Consultant. The Sub-Consultant will evaluate the impacts of future growth on the County's Fire system. The Sub-Consultant will collect and analyze available demographic, development, redevelopment, employment, and growth data to project future service demands and facility needs over the next 10-years.

The analysis will evaluate existing fire facilities, apparatus, equipment, and service levels and will incorporate applicable National Fire Protection Association (NFPA) standards, then current edition of the Florida Building Code requirements, and other industry guidance. The Consultant will assess demand factors associated with future development, identify existing levels of service, establish service standards for the impact fee analysis, and define appropriate geographic service areas for fee calculation purposes.

Based on these findings, the Sub-Consultant will develop the cost and credit components to establish an updated Fire Impact Fee Schedule that proportionately allocates the costs of growth-related fire protection infrastructure and capital improvements.

The data request for this Task will be developed during project initiation to comply with the Impact Fee Act.

Deliverable: Fire Impact Fee Calculations. One (1) round of revisions based on County consolidated and conformed comments is included in this task. One (1) virtual meeting to review these calculations is included.

Task 5 – Final Support: Hearing Attendance/Ordinance Review/Report Development

Kimley-Horn will prepare a report showing a connection between the recommended fees and their connection to projected growth in Levy County, as applied to the Parks and Recreation, EMS, Road, and Fire systems consistent with Florida Statutes PROVIDE CITATION. This report will include the applied methodology, findings, fee justifications, and recommended fee updates.

This task assumes no public engagement activities, attendance at up two (2) public meetings, and limited support on drafting the ordinance.

Deliverable: Impact Fee Study Consolidated Report

The report shall include the following for each system:

- *Methodology for analysis*
- *Current inventory*
- *Level of service standards*
- *Schedule of proposed fees*
- *Current and future needs*

The Consultant will provide a draft Impact Fee Study Consolidated Report to the County for comments. Up to one (1) round of revisions based on County consolidated and conformed comments is included in this task.

Additional Services

If any of the assumptions identified herein are not correct, then the scope and fee will change. Any services not specifically provided for in the above scope will be billed as additional services and

performed at Kimley-Horn's then-current hourly rates. This could include:

- Additional public hearing attendance or engagement support
- More planning studies than described above to fulfill the plan-based methodology requirement
- Comparative study of impact fees in neighboring jurisdictions
- GIS support

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such Project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task Number & Name		Fee	Type
1	Parks and Recreation Impact Fees Calculations	$42,000.00	Lump Sum
2	EMS Impact Fee Calculations	$26,000.00	Lump Sum
3	Road Impact Fee Calculations	$45,000.00	Lump Sum
4	Fire Impact Fee Calculations	$26,000.00	Lump Sum
5	Final Support	$24,000.00	Lump Sum
	Total	**$163,000.00**	

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Levy County, Florida.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn Project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this Project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:	Signed:
Printed Name: Hadley Peterson	Printed Name: Shawn Kalbli
Title: Project Manager	Title: Associate

LEVY COUNTY, FLORIDA

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____
Client's Street Address: _____
_____

Attachment – Standard Provisions

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its Services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's Services or any defect or noncompliance in any aspect of the Project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the Project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
   d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the Services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's Services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at https://www.khtsinc.com/terms-of-Service/ which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total

compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. An increase to this limitation of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.

13) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

14) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

15) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

16) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its Services until the hazardous substance or condition is eliminated.

17) **Construction Phase Services.**
   a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
   b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
   c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

18) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for

services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the Project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(21) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.