AGREEMENT BETWEEN
LEVY COUNTY BOARD OF COUNTY COMMISSIONERS AND
KIMLEY HORN AND ASSOCIATES, INC.

THIS AGREEMENT, made and entered into effective November 3, 2026 by and between LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida ("Levy County"), and KIMLEY HORN AND ASSOCIATES, INC. ("Consultant") to provide the services as defined hereinafter in accordance with the terms and conditions of this agreement.

WITNESSETH

WHEREAS, on or about March 26, 2024, Consultant and the Board of County Commissioners of Okaloosa County, Florida, made and entered into an award of RFQ PW 81-23, General Engineering and Professional Services (hereinafter referred to as the "Okaloosa Contract"), a copy of which is attached as Exhibit A (Exhibit A consists of the Okaloosa County solicitation and the Consultant's Proposal); and

WHEREAS, said Okaloosa Contract has been competitively procured and awarded by the Board of County Commissioners of Okaloosa County, Florida; and

WHEREAS, Levy County Ordinance Code 2-200 (c) authorizes and allows and authorizes Levy County to use other federal, state or local government contracts which have been competitively procured and awarded; and

WHEREAS, the Okaloosa Contract is broad enough to include the Project and Consultant has agreed to allow Levy County to use the Okaloosa Contract under substantially the same terms and conditions; and

WHEREAS, it is in the best interest of the parties to use the Okaloosa Contract for the Project and to add those contractual provisions Levy County is required to use whether by applicable law or county ordinance; Now therefore,

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the parties agree as follows:

ARTICLE 1: Recitals

The recitals set forth above are true and correct and are incorporated herein by this reference.

ARTICLE 2: Engagement of Consultant

Levy County hereby engages Consultant and Consultant hereby accepts said engagement for the purpose of providing to Levy County, the services for the Project, as described in and according to the provisions of the Task Order attached as Exhibit B (the "Services"). Such

Services shall be provided in accordance with the provisions of the Okaloosa Contract which are, by this reference, made a part hereof and are incorporated herein; and in accordance with the provisions contained in this Agreement. If any services, functions or responsibilities not specifically described in this Agreement are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement. The Consultant shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Services.

ARTICLE 3: Term

The term of this Agreement shall commence on the day and year first above written and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until October 31, 2027, unless sooner terminated by Levy County or Consultant, with or without cause, by giving of not less than thirty (30) days prior written notice to the other party to this Agreement. In the event this Agreement is terminated, the Consultant shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination.

ARTICLE 4: Payments for Services of Consultant

4.1. Levy County shall compensate Consultant for Services performed under this Agreement in accordance with the rates, fees, and payment terms authorized by Task Orders approved by Levy County as established by the Okaloosa Contract. No Services shall be performed or compensation owed unless authorized by a Task Order approved by Levy County. The parties may make such administrative adjustments as necessary to accommodate Levy County's invoicing and payment procedures; provided, however, that such adjustments shall not modify or increase the rates, fees, or reimbursable costs established in the Okaloosa Contract.

4.2. Consultant shall submit invoices in accordance with the applicable provisions of the Okaloosa Contract and Levy County's administrative procedures. Levy County shall process and pay all properly submitted invoices in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

4.3. Levy County's obligations under this Agreement, including any Task Orders issued hereunder, are contingent upon the availability of funds lawfully appropriated and available for such purposes. Nothing in this Agreement shall be construed to obligate Levy County to expend funds in excess of amounts lawfully appropriated or to appropriate funds in any subsequent fiscal year.

ARTICLE 5: Non-Discrimination Provisions

The Consultant represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. Consultant agrees that, if any of the Services to be provided pursuant to this

Agreement are to be performed by a subcontractor, the provisions of this Article shall be incorporated into and become a part of the subcontract.

ARTICLE 6: Contingent Fees Prohibited

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, Levy County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 7: Communications and Notices

7.1 The parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. The parties shall also reasonably cooperate as to the development (including content and format) of the reports to be provided by Consultant as part of the Services.

7.2 All notices and communications in writing required or permitted hereunder may be delivered by hand, or pre-paid certified mail, return receipt requested, or via overnight delivery (with a courier providing a receipt or tracking for such service) to the representatives of Levy County and the Consultant set forth below. Until changed by a notice in writing, all such notices and communications shall be addressed as follows:

If to Levy County:

Levy County Board of County Commissioners
Attn: Mary-Ellen Harper
310 School Street
Suite 112
Bronson, Florida 32621
Phone: (352) 486-5218

If to the Consultant

Kimley-Horn and Associates, Inc.
Attn: David Walthall, P.E.
120 Richard Jackson Boulevard
Suite 230
Panama City Beach, FL 32407
(850) 553-3510

ARTICLE 8: Insurance

Concurrent with the execution of this Agreement, the Consultant shall deliver to Levy County, a certificate of insurance providing the same types of coverage and amounts of insurance as set forth in the Okaloosa Contract, except that the new certificate of insurance shall name the Levy County Board of County Commissioners as an additional insured. The Consultant shall deliver such updated certificates of insurance prior to the policy renewal date. The Consultant shall notify Levy County within five (5) business days in the event of any cancellation of insurance.

ARTICLE 9: Indemnification

9.1. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless Levy County, Florida, a political subdivision of the State of Florida, including its Board of County Commissioners, elected officials, officers, employees, and agents (collectively, the "Indemnified Parties"), from and against any and all third-party claims, demands, actions, causes of action, liabilities, damages, losses, judgments, and costs and expenses, including reasonable attorneys' fees and litigation costs, arising out of or resulting from (a) Any negligent act, error, or omission, recklessness, or intentional misconduct of Consultant, its officers, employees, agents, subcontractors, or any person or entity directly or indirectly employed by Consultant or for whose acts Consultant may be legally responsible, in connection with the performance of Services under this Agreement (b) Any violation of applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or governmental orders by Consultant or any person or entity for whose acts Consultant is legally responsible in connection with the performance of Services under this Agreement or (c) Any material breach of this Agreement by Consultant.

Consultant's obligations under this Section shall apply only to the extent that the claim, liability, damage, loss, or expense is caused by or attributable to the acts, omissions, or breach of Consultant or any person or entity for whose acts Consultant is legally responsible. Consultant shall not be required to indemnify or hold harmless any Indemnified Party for damages or losses to the extent caused by the negligence or wrongful conduct of such Indemnified Party.

9.2. Consultant shall defend the Indemnified Parties against third-party claims falling within the scope of Section 9.1, including payment of reasonable attorneys' fees and litigation costs. Consultant shall not settle any claim in a manner that imposes liability, obligations, or admissions upon Levy County without the County's prior written consent.

9.3. Consultant's obligations under this Article shall not be limited by the amount or type of insurance maintained by Consultant or by any workers' compensation, disability, or other employee benefit limits. The obligations under this Article shall survive the expiration or termination of this Agreement with respect to acts, omissions, or events occurring during the term of this Agreement.

9.4. Nothing contained in this Agreement shall be construed as a waiver of Levy County's sovereign immunity or as an agreement by Levy County to indemnify, defend, or hold harmless Consultant or any third party. Nothing herein shall be construed to expand Levy County's liability beyond the limitations established by Section 768.28, Florida Statutes, or any other applicable

law. Levy County expressly reserves all rights, protections, defenses, and limitations afforded by sovereign immunity under Florida law.

ARTICLE 10: Order of Precedence

In the event of a conflict or ambiguity among the documents, then precedence shall be given in the following order: this Agreement, then the RFP/Invitation to Bid documents advertised by Okaloosa County Board of County Commissioners, then lastly the Consultant's proposal.

ARTICLE 11: Miscellaneous

11.1 This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Consultant hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

11.2 The Consultant agrees that it will comply with all laws, rules and regulations of governmental bodies governing its performance under this Agreement whether or not such specified in this Agreement and Exhibits. The Consultant further warrants that the execution and delivery of this Agreement and the terms and conditions herein have been duly authorized by proper corporate action.

11.3 The Consultant acknowledges and agrees that it is subject to the requirements of the Public Records Law, Chapter 119, Florida Statutes, for all matters pertaining to this Agreement. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (352) 486-5218, County Manager, 310 School Street, Suite 112, Bronson, Florida, 32621.**

11.4 This Agreement shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of this Agreement shall lie exclusively in the jurisdictional courts in and for Levy County, Florida.

11.5 Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any laws of the State of Florida or of the United States Government, the remaining provisions shall not be impaired, and such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of the Agreement shall remain valid and in full force and effect.

11.6 Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law.

Levy County's payment in whole or in part for services hereunder or any purported oral modification or rescission of this Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

11.7 The Consultant is, and shall at all times be, an independent contractor under this Agreement solely responsible for the performance of the Services and not an agent of Levy County. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. Neither party shall have any authority to bind or commit the other party contractually or otherwise to any obligations whatsoever to third parties; it being understood that this Agreement shall not be deemed to create any rights of, or obligations to, any third parties.

11.8 This Agreement may be executed via facsimile and counterpart signatures, the facsimiles and counterparts of which, when taken together, will be deemed an entire and original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____
Tim Hodge, Chair

ATTEST: Clerk of the Circuit Court
and Ex Officio Clerk to the Board

_____
Matt Brooks, Clerk of Courts

Approved as to form and legal sufficiency

_____
Ray Poole, County Attorney

EXHIBIT A

EXHIBIT B
Task Order Scope of Services