

AGREEMENT FOR INVITATION TO BID NO. ITB-2026-06 Levy County Road Sign Material
CONTRACT ID: ITB-2026-06

THIS AGREEMENT (“Agreement”) is entered as of _____, 2026 (“Effective Date”) by and between the Levy County Board of Commissioners, a political subdivision of the State of Florida (“County”) and Osburn Associates, Inc., an Ohio for-profit 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 March 26, 2026, County issued Invitation to Bid No. ITB-2026-06 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.
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 following Services: the purchase and delivery of traffic sign materials, components, and related supplies for the Levy County Public Works Department. These materials will support the County’s ongoing operations for roadway signage installation, repair, maintenance, and replacement. 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 Sixty-Nine Thousand, Two Hundred Seventy-Six Dollars and Eighty Cents (\$69,276.80) 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 data 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:
 - I. 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 \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.
 - II. Commercial General Liability – Occurrence Form Required. Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000.

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 a minimum of \$100,000.

- III. Commercial Automobile Liability Insurance. Contractor shall maintain automobile liability insurance with a limit of not less than \$3,000,000 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.

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
Don Clifton	Jennifer Treadway

Office: Road and Bridge	Osburn Associates, Inc.
Cell: (352) 486-5124	(740) 385-6869
Email: clifton-don@levycounty.org	jennifert1@osburns.com
Physical & Mailing Address: 620 N. Hathaway Ave., Bronson, FL. 32621	PO Box 912, Logan, OH 43138

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 P.O Box 310 Bronson, FL 32621
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levybocc@levycounty.org

If to Contractor:

Osburn Associates, Inc.
Attn: Jennifer Treadway
PO Box 912 Logan, OH 43138
jennifert1@osburns.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.

[Remainder of page intentionally left blank]

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

GrayRobinson, Interim County Attorney

OSBURN ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

Secretary of Corporation

