

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: H.1

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER	
Presenter: Marcus Duffy, City Attorney	
Attachments: 1. Ordinance 2. Business Impact Estimate	
Background: <u>UPDATED BACKGROUND FROM THE MAY 19, 2026, BUSINESS MEETING:</u> City Council heard the first reading of the Ordinance at the May 19, 2026, Business Meeting. No changes have been made to the item. <u>UPDATED BACKGROUND FROM THE MAY 12, 2026, WORKSHOP MEETING:</u> At the May 12, 2026, meeting, City Council provided direction for the proposed charter amendments which are incorporated into the attached ordinance. <u>UPDATED BACKGROUND FROM THE APRIL 14, 2026, WORKSHOP MEETING:</u> At the April 14, 2026, meeting, City Council provided direction for the proposed charter amendments which are incorporated into the attached ordinance. <u>ORIGINAL BACKGROUND FROM THE APRIL 14, 2026, WORKSHOP MEETING:</u> On February 24, 2026, the City Council received a report from the Charter Review Committee outlining proposed amendments to the City Charter. Following extensive discussion, the City Council directed the City Attorney to prepare an ordinance reflecting the proposed changes. The ordinance is included with this item for consideration.	
Recommended Action: ADOPT ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER	

ORDINANCE 2026-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM, COAST, FLORIDA, SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE APPROVED AMENDMENTS.

WHEREAS, pursuant to the City Charter, the City of Palm Coast established a Charter Review Committee to review the City Charter and make recommendations to the City Council for proposed amendments thereto; and

WHEREAS, the Charter Review Committee reviewed, considered, studied, and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, on January 31, 2026, the Charter Review Committee submitted its final report, with recommendations to the City Council; and

WHEREAS, on February 24, 2026, at a public workshop wherein the City Council reviewed the final report and recommendations, received public comment, the City Council accepted the final report, modified certain proposed charter amendments, and directed the City Attorney to prepare an appropriate ordinance to place the proposed charter amendment before the registered voters of City of Palm Coast at the election to be held on November 3, 2026; and

WHEREAS, as a result of the input, recommendations, and advice received during this public process and after careful deliberation and consideration, the City Council finds that it is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast to propose revisions to the Palm Coast City Charter in accordance with Article IX of the Palm Coast City Charter and Section 166.031, Florida Statutes; and;

WHEREAS, the City Council finds that the proposed ballot questions and summaries should be submitted to the City electorate for its consideration and final approval or disapproval; and;

WHEREAS, the City Council of the City of Palm Coast desires to put to a vote of the citizens the issue of whether the Charter should be changed as proposed by the City Council following the afore described public process; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or all of its Charter; and

WHEREAS, Article IX of the City Charter provides that amendments to the Charter may be submitted to the electors by a majority vote of the Council members, and if the proposed amendments are approved by a majority of the electors, the amendments shall become law; and

WHEREAS, the City Council of the City of Palm Coast, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM COAST THAT:

SECTION 1. REFERENDUM ELECTION. The City Council of the City of Palm Coast, pursuant to Section 166.031 Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Palm Coast, which proposed amendments to the Charter of the City of Palm Coast to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 2 below. Additions are shown with double underlining, deletions are shown with strike through type, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged. Each question shall be voted on separately and approved or disapproved based on its own merit. Such referendum election shall be held in conformity with the laws of the State of Florida. The Supervisor of Elections of Flagler County is to coordinate all matters of said referendum election with the Palm Coast City Clerk, pursuant to the Interlocal Agreement between the City and the Supervisor of Elections.

SECTION 2. AMENDMENT TO CITY CHARTER. The form of the ballot for the Charter Amendments proposed in this Ordinance shall be as follows:

City Charter Amendment 1:

TITLE:

AMENDING ARTICLE IV, SECTION (7) OF CITY CHARTER REGARDING REMOVAL OF COUNCIL MEMBERS OR MAYOR.

SUMMARY:

Shall Article IV, Section (7) of the City Charter be amended to expand and clarify standards for forfeitures and suspension of the Mayor and City Council members by defining ethics violations under Florida law, establishing additional meeting attendance requirements, and authorizing the City Council, after three formal censures to petition the Governor for suspension or removal of a City Council Member for neglect of duty or malfeasance.

Shall the above-described Charter Amendment be adopted?

Yes _____

No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

Art. IV, (7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated ~~any standard of conduct or code of ethics established by law for public officials~~ the Code of Ethics for Public Officers and Employees, as set for in Part III, Chapter 112, Florida Statutes by the Florida Commission of Ethics, or violated any adopted City Council standard of conduct and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three (3) consecutive regular Council meetings, or from six meetings within a twelve (12) - month calendar year, without being excused by the Council. For purposes of this subsection "meetings" include City Council business meetings and City Council workshops.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.
2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or

Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.

(d) Request for Removal by Governor. The Council may, by a supermajority vote of its members, formalize a request to the Governor of the State of Florida to remove or suspend the Mayor or any other Council member from office. Such a request may be initiated for persistent misconduct or recurring violations of the public trust not otherwise specifically enumerated in subsections 7(b) or 7(c) of this Charter.

The threshold for such a request shall be the issuance of three (3) formal censures against the official within a single calendar year. Each censure shall require approval by a majority vote of the Council members present and voting. Upon the issuance of the third censure within a calendar year, the Council may determine that the official's conduct constitutes "neglect of duty" or "malfeasance" under Florida law, justifying a formal petition to the Governor for suspension or removal.

City Charter Amendment 2:

TITLE:

AMENDING CITY CHARTER ARTICLE IV (7)(e) PROCEDURES FOR FILLING CITY COUNCIL VACANCIES AND SPECIAL ELECTIONS.

SUMMARY:

Shall Article IV(7)(e) of the City Charter be amended to revise vacancy procedures? If a vacancy occurs with over 18 months remaining in a term, a special election is required within 90 days. If a vacancy occurs within 60 days or less of a general election, a special election must be called within 90 days following that general election.

Shall the above-described Charter Amendment be adopted?

Yes

No

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

Article IV, (7)(e) Filling of vacancies.

(1) If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any council seat within the first two years of a term the office shall be filled by appointment within 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats. However, the following administrative and timing guardrails shall apply:

(a) 18-Month Rule: Notwithstanding the above, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election within 30 days to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes and the notice and certification requirements of Florida law.

(b) Ballot Deadline Guardrail: In the event a vacancy occurs too late for the seat to be legally certified to the general election ballot under Florida law (including the 60-day certification deadline), the Council shall call for a special election within ninety (90) days after the general election to fill the seat for the remainder of the unexpired term, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes.

2. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term. However, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, and subject to the scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes and the notice and certification requirements of Florida law.

City Charter Amendment 3:

TITLE:

AMENDING THE CITY CHARTER TO INCREASE CITY COUNCIL'S UNFUNDED CONTRACTING AUTHORITY TO \$30,000,000.00.

SUMMARY:

Shall Art. VI (3) (e) of the City Charter be amended to increase the Council's unfunded contracting authority from \$15,000,000.00 to \$30,000,000.00 and extend the term from 36 months to 30 years? Unfunded multi-year or lease-purchase contracts exceeding these limits shall require voter approval via referendum. The \$30,000,000.00 threshold shall be adjusted annually for inflation (CPI), rounded to the nearest \$1,000.00

Shall the above-described Charter Amendment be adopted?

Yes _____
No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

Article VI, (3) (e) Limitations to Council's Contracting Authority.

e) Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease-purchase contracts, or any other unfunded multiyear contracts, the repayment of which: extend in excess of ~~36-30-months~~ years; or exceeds ~~\$15,000,000.00-\$30,000,000.00~~. As of each October 1 thereafter, the amount of the "Contracting Limit" in effect shall be adjusted to reflect the percentage change in the Consumer Price Index (U.S. City Average All Workers) by using the most recent available information for the prior 12 month period. This adjustment shall be calculated using the most recent available data for the preceding 12-month period. The adjusted amount shall be rounded to the nearest \$1,000 and shall serve as the effective Contracting Limit for the following fiscal year.

SECTION 3. The proposed amendments, the ballot titles and summaries of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as set forth in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance.

SECTION 5. CONFLICTS. All prior ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

SECTION 7. EFFECTIVE DATE OF CHARTER AMENDMENTS. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval following election of the electors of the City of Palm Coast in accordance with Section 166.031, Florida Statutes, and Article IX of the City Charter. If the electors reject an amendment, the rejected amendment shall not take effect. The City Clerk is hereby directed, upon adoption of the revised Charter, to renumber the Charter to logically organize all Charter amendments, and to promptly file the revised Charter with the State of Florida, Department of State, as required by Section 166.031, Florida Statutes.

APPROVED upon first reading on the 19th day of May 2026.

Adopted on the second reading after due public notice and hearing on this 2nd day of June 2026.

ATTEST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

MARCUS DUFFY, ESQ.
CITY ATTORNEY



**THE CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164**

**BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)**

**Meeting Date: 6/2/2026
Ordinance Number: 2026-XX
Posted To Webpage: 5/19/2026**

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM, COAST, FLORIDA, SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE APPROVED AMENDMENTS.

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances relating to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement; or
- 7. Ordinances enacted to implement the following:

___ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

___ b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

___ c. Sections 190.005 and 190.046;

___ d. Section 553.73, relating to the Florida Building Code; or

___ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Palm Coast.)

The public purpose of this Ordinance is to provide the electorate of the City of Palm Coast the opportunity to consider and vote upon proposed amendments to the City Charter.

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-c as applicable, if not applicable write “not applicable”)

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A

(c) An estimate of the City of Palm Coast’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A

(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates of the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): N/A

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item:
.1

Department COMMUNITY DEVELOPMENT	Amount \$97,000.00
Division ECONOMIC DEVELOPMENT	Org/Account # 21802600-034000

Subject: SR 100 COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING A CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT

Presenter: Craig Mckinney, Economic Development Manager

Attachments:

1. RESOLUTION
2. DRAFT CONTRACT
3. NOTICE OF INTENT TO AWARD
4. EXECUTIVE SUMMARY

Background:

Council Priority: Create a strong resilient community and ensure sustainable economic growth.

UPDATED BACKGROUND FROM THE MARCH 3, 2026, BUSINESS MEETING:

This item was heard by City Council on March 3, 2026. Council requested staff negotiate the scope of services further with Kimley Horn to reduce the contract amount and be more specific as to the services to be provided. Staff negotiated a revised scope of services with the vendor. The following tasks were revised: Project Kick-off and Performance Evaluation, CRA Redevelopment and Market Evaluation, CRA and TIF Revenue Analysis and Strategic Plan Update and Prioritization as negotiated. The revised scope of services and cost are attached to this agenda item.

ORIGINAL BACKGROUND FROM THE MARCH 3, 2026, BUSINESS MEETING:

The State Road 100 Community Redevelopment Area (CRA) was established in 2004 to address slum, blight and stimulate investment. With the CRA planned to sunset in FY 2034, there are approximately eight (8) years remaining to maximize its Tax Increment Fund (TIF) impact and fulfill its redevelopment goals. To ensure the CRA is on the most effective fiscal and strategic trajectory, the City issued an RFP on November 19, 2025, for a Comprehensive Performance and Strategic Evaluation. Two bids were received that were deemed responsive and responsible. Following a competitive selection process involving five (5) evaluation criteria—including relevant experience, methodology, and cost—Kimley-Horn and Associates, Inc. was identified as the top-ranked firm. The funding for these services is included in the Fiscal Year 2026 SR 100 CRA Budget.

Source of Funds Worksheet FY 2026/2027

SR100 Community Redevelopment Agency: \$157,575.00

Total Expended/Encumbered to Date: \$17,583.00

Pending Work Orders/Contracts: \$0.00

Current (WO/Contract): \$97,000.00

Balance: \$42,992.00

Recommended Action:

ADOPT SR 100 COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING A CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT

RESOLUTION 2026-_____
STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
CONTRACT WITH KIMLEY HORN

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, PALM COAST, FLORIDA, APPROVING THE CONTRACT WITH KIMLEY HORN FOR THE COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE STATE ROAD 100 COMMUNITY DEVELOPMENT AREA; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kimley Horn desires to provide a Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Development Area; and

WHEREAS, the State Road 100 Corridor Community Redevelopment Agency (SR100 CRA) desires to contract with Kimley Horn for the above referenced service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ACTING AS THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY BOARD:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the State Road 100 Corridor Community Redevelopment Agency.

SECTION 2. APPROVAL OF THE CONTRACT. The State Road 100 Corridor Community Redevelopment Agency hereby approves the contract with Kimley Horn for the Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Development Area, as attached hereto and incorporated herein by reference as Exhibit "A." The State Road 100 Corridor Community Redevelopment Agency hereby finds and determines that this Contract has been accomplished in accordance with the applicable City Purchasing Policies and controlling law relating to the purchasing activities of the City.

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for

changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the State Road 100 Corridor Community Redevelopment Agency of the City of Palm Coast, Florida, on this 2nd day of June 2026.

ATTEST:

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF PALM
COAST, FLORIDA

KALEY COOK, CITY CLERK

MICHAEL NORRIS, CHAIRMAN

APPROVED AS TO FORM AND LEGALITY:

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" – Contract Kimley Horn

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2026 ("Effective Date"), between Kimley-Horn and Associates, Inc. whose primary place of business is 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, FL 32258 ("SUPPLIER") and the SR100 Community Redevelopment Agency (CRA) a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164. CRA and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CRA desires to procure **Comprehensive Performance & Strategic Evaluation SR100 Community Redevelopment Area** from a competent and qualified supplier and has conducted a formal Request for Proposals# RFP-ED-26-16 (RFP) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CRA, responded to the RFP and desires to render said services to CRA in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CRA and SUPPLIER agree as follows:

1. **SUPPLY OF SERVICES:**

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CRA to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CRA and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CRA as described herein; to keep CRA advised of the progress of the work; to provide CRA with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CRA that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CRA, and hereby represents to CRA, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CRA Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CRA, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CRA on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CRA. SUPPLIER and CRA agree to make every effort to adhere to the schedules as described in each Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CRA

or by any other supplier employed by CRA, the time of completion shall be extended for such reasonable time as the CRA may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CRA immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

- D. Change Orders.** No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.
- E. Supplier Designated Representative/Key Personnel.** SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CRA, SUPPLIER shall submit to CRA detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CRA hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CRA for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CRA personnel.
- F. Replacement of SUPPLIER Personnel.** CRA reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CRA. In no event shall performance of the Services be delayed or shall CRA be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CRA or not.
- G. CRA Premises.** At all times while on CRA'S premises, SUPPLIER shall comply with all rules and regulations of CRA. SUPPLIER shall be responsible for its employees and agents while on CRA'S premises.
- H. Ownership of Deliverables.** All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CRA and any proprietary rights thereto, shall be the property of CRA. SUPPLIER agrees to assign, and does hereby assign, to CRA all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CRA all such further papers as may be necessary to enable CRA to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CRA. SUPPLIER grants to the CRA a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CRA under this Agreement.
- I. Acceptance Criteria.** For any milestone in which SUPPLIER submits a Deliverable, CRA shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CRA.

2. COMPENSATION:

- A. Costs and Expenses.** Compensation to SUPPLIER for the services performed on each Work Order shall be as set forth in the Work Order/Change Order. CRA shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CRA.

- B. Invoicing.** Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CRA, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CRA issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the CRA's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CRA is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CRA shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CRA with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.
- C. Payment Terms.** The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CRA and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CRA to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.
- D. Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CRA, provide CRA with a financial reconciliation of funds paid by CRA and tasks completed or partially completed.
- E. Taxes.** Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

3. TERM AND TERMINATION:

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one (1) year. Following the initial term and at the sole option of CRA, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. Termination By CRA.

- i. Termination Without Cause. CRA may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CRA may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CRA unless such notice expressly provides otherwise.
- ii. Termination for Cause. CRA may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:
 1. If, in CRA'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or
 2. If, in CRA'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CRA, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CRA; or
 3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or
 4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CRA Code of Conduct.

iii. Except where CRA terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CRA and any CRA approved expenses irrevocably committed prior to the effective date of termination. CRA shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CRA be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CRA all materials provided by CRA to SUPPLIER and all CRA materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CRA in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

C. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CRA commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

D. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

E. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CRA'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the CRA. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CRA may have, CRA reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CRA to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CRA of the right to reject any previous or future non-conforming Services.

- C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CRA and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

- A. **Indemnification.** SUPPLIER shall indemnify and hold harmless CRA, and its officers and employees, from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent the foregoing are caused by the negligence, recklessness, or intentionally wrongful conduct of the SUPPLIER and other persons employed or utilized by the SUPPLIER in performance of this Agreement, including damage to persons or property. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein or benefits payable by or for SUPPLIER or its agents under worker's compensation acts, disability benefits acts, or other employee benefits acts. This indemnification provision shall survive any termination or expiration of this agreement. PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE IF THE REQUIREMENT OF THIS SECTION ARE MET.
- B. **Sovereign Immunity.** CRA expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of CRA as set forth in Section 768.28, Florida Statutes.
- C. **Insurance.** SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

- A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CRA prior to filing suit or otherwise pursuing legal remedies.
- B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.
- C. In the event that the CRA'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CRA. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

- 7. **ASSIGNMENT.** SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CRA, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

- 8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CRA or CRA'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CRA'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CRA under the terms of this Agreement, SUPPLIER shall refund such overpayment to CRA within thirty (30) days of notice by CRA. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- 9. **AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

- 10. CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.
- 11. COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and CRA laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:
- A. Discrimination/ADA.** SUPPLIER shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CRA. SUPPLIER shall certify, upon request by CRA, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- B. Drug Free Workplace.** SUPPLIER shall certify, upon request by CRA, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.
- C. Immigration.** CRA shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. CRA shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.
- D. Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If CRA determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, CRA will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The CRA reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.
- E. Contractor Preference.** Pursuant to Section 287.05701, F.S., the CRA cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:
- a. The Contractor's political opinions, speech, or affiliations;
 - b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
 - c. The Contractor's lawful ownership of a firearm;
 - d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
 - e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
 - f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
 - g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
 - h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

- i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.
- ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CRA employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CRA.
- iv. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFP and all submissions prepared by SUPPLIER in response to the RFP are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CRA'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. E-VERIFY REGISTRATION AND USE. Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CRA. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CRA of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a

public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to CRA incurred as a result of the termination of this Agreement in accordance with this section.

- 16. EXCLUSIVITY.** The Parties agree that CRA hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CRA is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CRA has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.
- 17. INDEPENDENT CONTRACTOR.** The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CRA for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CRA'S officers and employees either by operation of law or by CRA.
- 18. INTERPRETATION.** This Agreement is the result of bona fide arms length negotiations between CRA and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
- 19. NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CRA:
City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:
Mark Shelton, Vice President
Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, FL 32258

- 20. ORDER OF PRECEDENCE.** In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

21. PUBLIC RECORDS LAW.

- A.** The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
 - i. Keep and maintain all public records required by CRA to perform the Services herein; and
 - ii. Upon request from CRA'S custodian of public records, provide CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CRA; and
 - iv. Upon completion of the Agreement, transfer, at no cost, to CRA all public records in possession of SUPPLIER or keep and maintain public records required by CRA to perform the Services herein. If SUPPLIER transfers all

public records to CRA upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CRA, upon request from CRA'S custodian of public records, in a format compatible with the information technology systems of CRA.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CRA. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CRA. A contractor who fails to provide the public records to CRA within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CRA, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

22. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

23. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work Order, SUPPLIER must first secure CRA'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CRA under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CRA with executed copies of all subcontracts.

24. WAIVER. The failure of CRA to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CRA hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CRA.

COMMUNITY REDEVELOPEMENT AGENCY

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

By: _____
(Authorized Signatory)

Print Name: _____

Title: _____

Date: _____

Exhibits

A - Work Order Template Form

B - Insurance Requirements



Work Order # _____ PO# _____ Project Mgr. _____

SUPPLIER NAME: _____

Contract Project Title _____ Work Order Project Title _____

Contract Bid # _____ Work Order Bid # N/A

Contract Resolution # _____ Work Order Resolution # N/A

TOTAL COST: \$ _____

- INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
- METHOD OF COMPENSATION** (choose one): _____ FIXED FEE/LUMP SUM _____ UNIT BASED/ NOT TO EXCEED*
- PRICING** (choose one): _____ ATTACHED _____ INCLUDED IN CONTRACT.
- SCHEDULE** (choose one): _____ AS NEEDED BASIS _____ SHALL BE COMPLETED BY - ____/____/20____
- DESCRIPTION OF SERVICES** (choose one): _____ ATTACHED _____ INCLUDED IN CONTRACT
- OTHER ATTACHMENTS TO THIS WORK ORDER:** _____ No _____ Yes if yes, identify: _____
- ORG CODE** _____ **OBJ CODE** _____ **PROJECT CODE** _____ **VENDOR #** _____
- TIME IS OF THE ESSENCE:** The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
- CONFLICT.** In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the date below written for execution by the CITY for the purposes stated herein.

SUPPLIER APPROVAL

CITY APPROVAL

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: City Manager or Designee

Date: _____

Date: _____

Email: _____

BPO Use Only:

Req # _____

Requisition Creator _____

Select one: _____ New PO _____ Increase to Existing P.O. Adjustment

EXHIBIT B
Insurance Requirements

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage
 \$500,000.00 (Each Accident)
 \$500,000.00 (Disease-Each Employee)
 \$500,000.00 (Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.



May 12, 2026

Mr. Caig McKinney
Economic Development Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

Re: City of Palm Coast Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Redevelopment Area - Professional Services Agreement

Dear Mr. McKinney:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Palm Coast ("Client") for providing Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Redevelopment Area (CRA Update).

Project Understanding

The City of Palm Coast (City) desires to have its State Road 100 Corridor Community Redevelopment Area Plan ("SR100 CRA") evaluated and updated (the "Project") pursuant to their request RFP #-ED-26-16. The current SR100 CRA was established in 2004 to address the City's economic vitality and to stimulate private investment within the SR100 CRA boundaries. The SR100 CRA was last updated in 2018 and is currently scheduled to sunset in FY 2034. The city now desires to employ the services of Kimley-Horn and Associates, Inc. ("KH") to assist in the update of the SR100 CRA Plan. The City and KH now desire to enter into this Agreement for services. The specific scope of services is described in greater detail in the following sections:

Scope of Services

Kimley-Horn will perform the professional services described in the Scope of Services below.

Phase 1 – Kick-off and Performance Review

Task 1.1 - Project Kick-Off/Data Collection/Coordination

Consultant will attend one kick-off meeting with City staff to begin the project. The kick-off meeting will be conducted to identify Project needs, Consultant responsibilities, preliminary schedules and key City contacts. Prior to the meeting, the Consultant will identify data and information needs for the review and update of SR100 CRA. The City will provide the Consultant with data and information necessary to effectively and accurately assess the performance, achievements, and continuing needs of the CRA.

Additionally, the City will provide the Consultant with available and relevant GIS shapefile information, to include the community redevelopment district boundaries.

Deliverable: Meeting summary notes from kickoff meeting.

Task 1.2 – Bi-weekly Coordination Meetings and Progress Tracking

The Consultant shall establish bi-weekly conference calls with the Client to discuss progress and the schedule. As part of this task, the Consultant shall provide a monthly progress report summarizing, at a minimum, the following:

- Research and data source updates
- Milestones list, with anticipated actual dates of completion
- Upcoming tasks and associated required preparation
- Anticipated project issues and strategies for solutions

Deliverable: Bi-weekly meeting schedule and monthly progress reports.

Task 1.3A – Data Review and Analysis

The second task will consist of a review assessing the performance, achievements, and continuing needs of the CRA based on the original goals identified in the 2004 State Road 100 CRA Master Plan. Data and analysis will include review of capital projects, public/private development and government programs based on data and resources provided by the City pursuant to Task 1.1 and a desktop review of information readily available online. This task will include benchmarking CRA activities against best practices and statutory requirements.

Task 1.3B – Comprehensive CRA Performance Audit Report

Based on information gathered in Tasks 1.1 and 1.3A, the Consultant shall prepare a draft Comprehensive CRA Performance Audit report for review by the City based on the findings of Task 1.3A.

The City will review the draft report and provide a consolidated set of comments to the Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the Comprehensive CRA Performance Audit Report.

Deliverables: Draft and Final Comprehensive CRA Performance Audit Report.

Phase 2 – CRA Redevelopment and Market Evaluation

The Consultant will collect and analyze socioeconomic, real estate, and property value data that directly affects the economic opportunities of the district.

Task 2.1 – CRA Redevelopment and Markets Evaluation

A. Socioeconomic Analysis

The Consultant will analyze population and employment trends for a defined competitive trade area and compare these trends with Flagler County and the larger region. The Consultant will initiate the economic and market feasibility process with an analysis of population and household trends by age and income for a custom-defined trade area around the CRA. Socioeconomic trends will be presented for the CRA, the trade area, and compared to the larger region.

Additional background data from local resources will be used to confirm demographic trends and prepare forecasts that will guide supportable growth recommendations for the CRA. Employment trends by industry for the trade area will be reviewed to identify sectors experiencing the strongest growth. A comparison of at-place employment and employed trade area residents will determine the level of worker inflow and outflow. Major employers will be identified for the CRA and the City and planned private investments that could impact the amount and distribution of employment will be profiled.

B. Real Estate Market Analysis

The Consultant will review residential, retail, office and industrial real estate performance to identify development potential in the area. Our team will combine quantitative demographic, economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the competitive trade area, including major public and private investments.

Key performance metrics, including absorption, vacancy, and lease rates will be compared to other jurisdictions in the larger region for each of the different real estate sectors. The result will be supportable commercial and residential development over the forecast period which will be determined and mutually agreeable between the City and the Consultant. These findings will support the selection of catalytic sites and inform creation of the master plan.

C. Catalytic Site Identification

The Consultant will leverage socioeconomic factors and real estate market performance to identify and evaluate key sites that would support future growth and development. Quantitative data analyzed as part of this process, as well as quantitative data obtained through community feedback, will be incorporated into a summary of strengths, weaknesses, opportunities, and threats (SWOT) for the CRA. The SWOT analysis will help guide the formation of a strategic direction for the master planning process and will identify key competitive advantages. The

SWOT analysis will be leveraged as an important tool to guide the identification of up to three (3) key catalytic sites within the CRA. Sites will be reviewed based on location, visibility, access, and proximity to water, sewer, and essential services. Supportable strategies for land uses will be identified.

Task 2.2 – Market Assessment and SWOT Report

The Consultant shall prepare a draft Market Assessment and SWOT Report for review by the City. The City will review the draft report and provide a consolidated set of comments to the Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the Market Assessment and SWOT Report.

Deliverables: Draft and Final Market Assessment and SWOT Report

Phase 3 - CRA and TIF Revue Analysis

Task 3.1 – TIF Analysis

The Consultant will prepare a tax increment finance (TIF) analysis review of the existing CRA boundary for the CRA plan update through its current sunset year and for an extended sunset year. Specifically, our team will:

- A. Identify key market factors including forecasting how development may occur based on an agreed upon methodology including identification of key assumptions. The Consultant will schedule one (1) virtual conference call to review and identify the proposed methodology with City staff.
- B. In preparation for the Assessment of the CRA including the TIF analysis, the Consultant will schedule and attend one (1) site visit with City staff. The Consultant will view and summarize existing buildings/sites via a visual inspection (limited to readily observable conditions only). It is understood that property data including year(s) constructed, condition of structures and similar will be obtained from the County Property Appraiser data; no independent analysis, valuation or condition assessment will be undertaken as part of this task. The Consultant will work with the City/CRA to review previously prepared assessments of property using that information as a baseline as available.
- C. Prepare a baseline TIF analysis (existing conditions) using current year information obtained from the County Property Appraiser and or the CRA and identify opportunities to expand the tax base. It is understood this includes a listing of potential catalyst projects developed in the previous Task, CRA incentives and policies (existing and potential) and review of other CRA programs which may be considered by the CRA for inclusion / further analysis. Specific to the TIF analysis, KH will provide two (2) scenarios: 1. existing CRA boundary for the CRA plan update through its current sunset year, and 2. existing CRA boundary for the CRA plan update

through a proposed extended sunset year.

- D. As part of its TIF and Market Assessment, the Consultant will identify potential funding options including issuing bonds, tax increment financing and strategies, and attracting grants and other revenue sources. KH will prepare an identification of possible, available grants (note, the actual preparation of grants is not included in this task but can be provided as an additional service).

Task 3.2 – TIF Revenue Analysis Report

The Consultant shall prepare a draft TIF Revenue Analysis for the existing boundary under the current sunset year and a TIF Revenue Analysis for the existing boundary based on an extension of the sunset year for review by the City. The City will review the draft analysis and provide a consolidated set of comments to the Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the TIF Revenue Analysis.

Deliverable: Draft and Final TIF Revenue Analysis for the Existing CRA Boundary Based on the Current and Proposed Sunset Year.

Phase 4 Strategic Plan Update and Prioritization

Task 4.1 - Plan Update and Prioritization

The Consultant will synthesize findings from previous tasks into a Strategies Action Framework, including CRA Plan amendment recommendations, options, and prioritized initiatives. Taking into consideration the goals of the original SR100 CRA Master Plan, the Consultant will develop a gap analysis based on the progress and performance of the plan and outline outstanding efforts still needed to achieve those goals. Through this review, the Consultant will produce a matrix to identify regulations and policies that may need to be updated to achieve the visions and goals identified in the 2004 SR100 CRA Master Plan.

Based on the Market and TIF analysis findings, the Consultant will create a prioritized matrix of recommendations, including CIP projects, that will best serve the goals of the CRA and the Community. The Framework will focus on strategies to maximize outcomes and community impacts over the remaining eight years of the CRA.

As part of this task, the Consultant will identify alternative funding strategies within multiple categories. A matrix of funding strategies of potential funding pursuits that will assist in offsetting the cost of specific projects will be provided. The matrix will provide information such as the name of the funding source, a description of the possible use of funds, the grant or load, specific terms and conditions, as well as the next deadline for submittal.

Task 4.2 – CRA Plan Amendment Recommendations The City will review the draft Strategic Plan Update and Prioritization Recommendations and provide a consolidated set of comments to the

Consultant. The Consultant shall make up to two revisions based on up to two rounds of comments from the City before finalizing the CRA Plan Amendment Recommendations.

Deliverables: Draft and Final CRA Plan Amendment Recommendations

Phase 5 CRA Board Presentation

Task 5.1 – CRA Board Presentation

The Consultant will present the CRA Plan Amendment Recommendations at up to one (1) CRA Board meeting. The presentation will include background on the CRA based on previous tasks and will be provided in PowerPoint format.

The draft presentation will be provided to the City for review a minimum of two (2) weeks prior to the CRA Board meeting.

Deliverable: CRA Board Presentation Deck (PowerPoint)

Task 6 – Additional Services

Any services not specifically provided for in the above scope will be considered as additional services and can be performed at our then hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

1. Additional site visits beyond those listed above.
2. Finding of Necessity (FON) for CRA expansion areas.
3. Any other professional consulting service not specifically detailed in the Scope of Services.
4. Meetings, workshops, public hearings and similar beyond those identified above.
5. Infrastructure analysis beyond that referenced in the above scope of services.
6. GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
7. Additional revisions beyond those referenced in the above scope of services.
8. Any additional community planning, urban design, economic and engineering studies and codes other than prescribed in this scope.
9. Development review including the review of "test cases".
10. Transportation analysis and modeling.
11. Development of design and/or architectural standards.
12. Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided by Client

Kimely-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. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: SR100 CRA Annual Reports, a list of 5-Year Capital Improvement Plan projects within the CRA, City Charter provisions related to bonds and other related documents specifically identifying those areas to be addressed as part of the update.

Schedule

Kimley-Horn will provide our services to meet a mutually agreed to schedule.

Fee and Expenses

The Consultant will perform the services described in the Scope of Services for the total fee shown below inclusive of expenses. Individual task amounts are informational only. If the services requested exceed the allotted budget, a change order will be requested prior to undertaking services.

	Task	Description	Fee
		Project Kick-off and Performance Evaluation	
Task 1	1.1	Project Kick-off/Data Collection/Coordination	\$3,785
	1.2	Bi-Weekly Coordination Meetings and Progress Tracking	\$4,335
	1.3A	Data Review and Analysis	\$10,645
	1.3B	Comprehensive CRA Performance Audit Report	\$3,545
	Task 1 Total		\$22,310
		CRA Redevelopment and Market Evaluation	
Task 2	2.1	CRA Redevelopment and Market Evaluation	\$19,783
	2.2	Market Assessment and SWOT	\$3,514
	Task 2 Total		\$23,297
		CRA and TIF Revenue Analysis	
Task 3	3.1	TIF Analysis	\$16,405
	3.2	TIF Revenue Analysis Report	\$3,270
	Total Task 3		\$19,675
		Strategic Plan Update and Prioritization	
Task 4	4.1	Plan Update and Prioritization	\$15,115
	4.2	CRA Plan Amendment Recommendations	\$6,370

	Task	Description	Fee
	Task 4 Total		\$21,485
		CRA Board Presentation	
Task 5	5	CRA Board Presentation	\$4,550
	Task 5 Total		4,550
		Expenses	\$5,453
	Total Lump Sum Fee		\$96,770

Lump sum and hourly fees 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. All application, and similar project fees will be paid directly by the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. The Client may authorize Kimley-Horn to proceed with individual project phases separately.

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, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Palm Coast.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. 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 _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Mark Shelton, AICP
Vice President

Kristen D. Reed, AICP
Project Manager

City of Palm Coast, Florida

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Attachment – Standard Provisions

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.**

FORM 5- E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

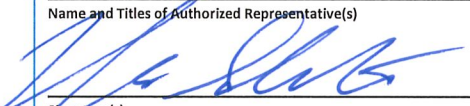
B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company’s letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful Proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor’s proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. **Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.**

<p>Kimley-Horn and Associates, Inc.</p> <p><small>Name of Proposer</small></p> <p>Mark Shelton, AICP, Vice President</p> <p><small>Name and Titles of Authorized Representative(s)</small></p> <p></p> <p><small>Signature(s)</small></p> <p>12/11/25</p> <p><small>Printed Date</small></p>



January 8, 2026

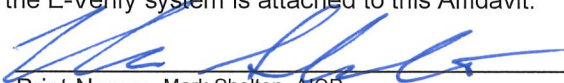
Financial Services Department Budget and Procurement Office
160 Lake Avenue
Palm Coast, FL 32164

RE: Comprehensive Performance and Strategic Evaluation of the State Road 100 Community Redevelopment Area, RFP-ED-26-16, CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Kimley-Horn and Associates, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Kimley-Horn and Associates, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

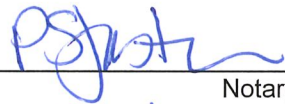


Print Name: Mark Shelton, AICP
Title: Vice President
Date: 01/08/2026

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of December, 2025 by Paige S. Jaster [name of officer or agent, title of officer or agent] of Kimley-Horn and Associates [name of contractor company acknowledging], a FL [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.



Notary Public
Paige S. Jaster
Name typed, printed or stamped

[NOTARY SEAL]



PAIGE S. JASTER
Notary Public
State of Florida
Comm# HH591136
Expires 9/9/2028

My Commission Expires: 9.9.2028

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Kimley-Horn and Associates, Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true

Printed Name: Mark Shelton, AICP

Title: Vice President

Signature: 

Date: 12/11/2025

FORM 8 – AFFIDAVIT OF COMPLIANCE


AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida


County of Duval

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Kimley-Horn and Associates, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 01/08/2026 Signed: 

Entity: Kimley-Horn and Associates, Inc. Name: Mark Shelton, AICP
Title: Vice President

Sworn to (or affirmed) and subscribed before me this 11th day of December 25, 2025 by 

Notary Signature

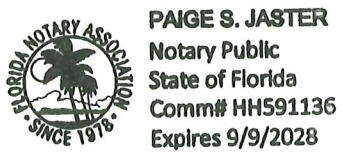


PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____





City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Comprehensive Performance and Strategic Evaluation of the SR 100 Community Redevelopment Area - RFP-ED-26-16

Date: 1/15/2026

Appeal Deadline: Appeals must be Filed by 5:00 PM on 1/20/2026

Firm	Final Ranking
Kimley-Horn and Associates, Inc. Daytona Beach, FL	1
Redevelopment Management Associates Pompano Beach, FL	2

The intent of the City of Palm Coast is to award Comprehensive Performance and Strategic Evaluation of the SR 100 Community Redevelopment Area to Kimley Horn & Associates.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Financial Services Director, Helena Alves (HALves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





RFP-ED-26-16 - COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE SR 100 COMMUNITY REDEVELOPMENT AREA

Project Overview

Project Details	
Reference ID	RFP-ED-26-16
Project Name	COMPREHENSIVE PERFORMANCE AND STRATEGIC EVALUATION OF THE SR 100 COMMUNITY REDEVELOPMENT AREA
Project Owner	Shannon Nolan
Project Type	RFP
Department	Procurement
Current Spend	\$0.00
Target Savings	0%
Budget	\$0.00 - \$0.00
Project Description	This Request for Proposals is issued for the purpose of the creation of a Comprehensive Performance and Strategic Evaluation of the SR 100 Community Redevelopment Area (CRA).
Open Date	Nov 19, 2025 10:00 AM EST
Intent to Bid Due	Jan 07, 2026 2:00 PM EST



Close Date	Jan 08, 2026 2:00 PM EST
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Highest Scoring Supplier	Score
Kimley-Horn	85.1 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 -8	Jan 08, 2026 2:07 PM EST	Shannon Nolan
Proposal	Jan 08, 2026 2:07 PM EST	Shannon Nolan
Addendums 1 & 2 (Signed & Dated)	Jan 08, 2026 2:07 PM EST	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.



Name	Date Signed	Has a Conflict of Interest?
Jose Papa	Jan 09, 2026 8:35 AM EST	No
Shannon Nolan	Jan 08, 2026 2:22 PM EST	No
Stacy Young	Jan 13, 2026 2:02 PM EST	No
Craig McKinney	Jan 12, 2026 10:45 AM EST	No
Michael Vespucci	Jan 08, 2026 3:43 PM EST	No
John Zabler	Jan 08, 2026 2:39 PM EST	No



Project Criteria

Criteria	Points	Description
Forms 1 - 8	Pass/Fail	Forms 1 -8
Proposal	Pass/Fail	Proposal
Relevant Experience and Qualifications	30 pts	<p>Proposer has demonstrated a minimum of five (5) years of experience in Florida community redevelopment, municipal finance, and economic development. Experience includes at least three (3) comparable CRA or urban district evaluations completed within the past five (5) years, with demonstrated expertise in Tax Increment Financing (TIF) modeling, fiscal impact analysis, and strategic plan implementation. Key personnel experience in redevelopment planning, financial analysis, and public engagement. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10</p>



<p>Approach and Methodology</p>	<p>25 pts</p>	<p>Proposer provided a clear and structured approach. Their methodology demonstrates a strong understanding of the CRA’s mission, fiscal framework, and statutory requirements. Proposal outlines the firm’s process for data collection, fiscal and TIF analysis, stakeholder engagement, redevelopment prioritization, and presentation of findings. A detailed project schedule, deliverable timeline, and communication plan included. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10</p>
<p>Quality of Work Plan and Deliverables</p>	<p>20 pts</p>	<p>Proposer presented a comprehensive work plan that clearly defines project phases, major tasks, deliverables, and review milestones aligned with the City’s anticipated schedule. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10</p>



Schedule and Availability	10 pts	Proposer demonstrated capacity to meet the City’s anticipated project timeline from kickoff to final presentation. The proposal includes a detailed schedule identifying key milestones, review periods, and completion dates consistent with the City’s target completion of October 2026. Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Cost Proposal	15 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Addenda	Pass/Fail	Addendum Submitted
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Forms 1 - 8	Proposal	Relevant Experience and Qualifications	Approach and Methodology
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	/ 30 pts	/ 25 pts
Kimley-Horn	85.1 pts	Pass	Pass	25.8 pts	22.5 pts
Redevelopment Management Associates (RMA)	76.1 pts	Pass	Pass	26.4 pts	18.5 pts



	Quality of Work Plan and Deliverables	Schedule and Availability	Cost Proposal	Addenda
Supplier	/ 20 pts	/ 10 pts	/ 15 pts	Pass/Fail
Kimley-Horn	17.6 pts	8.4 pts	10.8 pts	Pass
Redevelopment Management Associates (RMA)	14.8 pts	6.8 pts	9.6 pts	Pass