

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
Contract No.25-PS01159/AP**

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Integrated Environmental Technology, LLC, 6450 Bendelow Drive, Lakeland FL 33810, a Florida limited liability company, duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL (together "the Parties").

RECITALS:

WHEREAS, the PROFESSIONAL has reviewed the consulting services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

WHEREAS, the COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Carbon Credit Management and Brokerage Services

NOW, THEREFORE, the COUNTY and the PROFESSIONAL, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1. CONSULTANT SERVICES. The PROFESSIONAL and the COUNTY shall furnish, each to the other, the respective services, information and terms as described in Exhibit "A" (Scope of Services), attached hereto and made a part hereof.

SECTION 2. MODIFICATIONS. This Agreement may only be amended or modified by mutual consent of the Parties, in writing, through the issuance of a modification to this Agreement, or through purchase order, as appropriate.

SECTION 3. TERM. The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this Agreement, and shall be completed within thirty-six (36) months from the date of issuance of the Purchase Order.

This Agreement may be unilaterally renewed for two (2) additional twelve (12) month periods at the same prices, terms, and conditions contained herein. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. The County will notify the PROFESSIONAL in writing no later than thirty (30) days prior to expiration of this Agreement of its decision to exercise this renewal option or options.

SECTION 4. COMPENSATION AND PAYMENT OF PROFESSIONAL'S SERVICES. The COUNTY shall pay the PROFESSIONAL compensation as detailed in Exhibit "B" (Compensation and Payment Method), attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

- A. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY, and supplemental agreements for same shall be entered into by the Parties in accordance herewith.
- B. The COUNTY shall pay the PROFESSIONAL in accordance with the Local Government Prompt Payment Act, §218.70, et seq., F.S., upon receipt of the PROFESSIONAL's invoice and written approval of same by the County Administrator or designee indicating that services have been rendered in conformity with this Agreement.

SECTION 5. DELAYS. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, or if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension," an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work except those changes that may be agreed upon between the Parties hereto.

- A. ***It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reasons for the delay and the amount of time related to each reason.*** The COUNTY shall timely review the request and determine whether to grant all or part of the requested extension.
- B. In the event the contract time expires and the PROFESSIONAL has not requested, or if the COUNTY has denied an extension of the completion date, partial progress payments will be stopped on the date the contract time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the COUNTY.

SECTION 6. RESPONSIBILITIES OF PROFESSIONAL.

- A. The PROFESSIONAL shall provide written Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. In addition to the regular progress reports discussed in the preceding sentence, the PROFESSIONAL shall advise the County of the status and details of PROFESSIONAL's work upon the COUNTY'S written request. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request in writing, and shall be granted, a conference.
- B. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with specialists, sub-professionals, or other professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other specialists, sub-professionals, or professionals in the performance of the work, the PROFESSIONAL shall be solely responsible for performance of this Agreement and for satisfactory completion of all such specialists', sub-professionals', or other professionals' work. PROFESSIONAL may not assign or transfer work under this Agreement to other specialists, sub-professionals, or professionals unless pre-approved in writing by the COUNTY. Only those specialists, sub-professionals, or other

professionals that have been pre-approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL in the performance of this Agreement.

- C. All final plans, documents, reports, studies, and other data prepared by the PROFESSIONAL shall bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.
- D. The PROFESSIONAL shall comply with all federal, state, and local laws and ordinances applicable to the work or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.
- E. The PROFESSIONAL is employed to render a professional service only and payments the COUNTY makes to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities.

SECTION 7. OWNERSHIP OF WORK PRODUCTS. All tracings, plans, specifications, maps, surveys, field survey notes, and reports ("PROFESSIONAL's documentation") prepared by the PROFESSIONAL or its specialists, sub-professionals or professionals under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (6) above; and the PROFESSIONAL shall provide to the COUNTY reproducible copies thereof upon COUNTY'S request, at PROFESSIONAL's direct printing costs, at any time during the period of this Agreement. The COUNTY has the right to visit the site for inspection of the work and the PROFESSIONAL documentation at any time. Unless changed by written agreement of the Parties, said site shall be the address of the firm. Records of costs incurred in the performance of this Agreement shall be maintained and made available upon COUNTY's request at all times during the period of this Agreement and for five (5) years after final payment is made. The PROFESSIONAL shall furnish copies of these documents and records to the COUNTY upon request at direct printing cost.

- A. Records of costs incurred includes the PROFESSIONAL's project accounting records, together with supporting documents and records of the PROFESSIONAL and all specialists, sub-professionals, and other professionals performing work on the project, and all other records of the PROFESSIONAL and specialists, sub-professionals, and other professionals the COUNTY considers necessary for a proper audit of project costs.
- B. The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final PROFESSIONAL documentation, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119, Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral termination for cause of the Agreement by the COUNTY.

SECTION 8. TERMINATION. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

- 1) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, or that the PROFESSIONAL has violated any provision in this Agreement, the COUNTY shall have the option of:

- a) immediately terminating this Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;
 - b) notify the PROFESSIONAL of the deficiency or violation, with a requirement that the PROFESSIONAL correct the deficiency or violation within a specified time that the County alone deems reasonable, otherwise the Agreement will be so terminated at the end of such time, and the COUNTY shall pay PROFESSIONAL for work satisfactorily completed to such specified date.
- 2) If the COUNTY requires termination of this Agreement for reasons other than PROFESSIONAL's unsatisfactory performance or violation of this Agreement, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time this Agreement is to be terminated, and the COUNTY shall pay the PROFESSIONAL for all work reasonably satisfactorily completed hereunder through the date of termination.
 - 3) If this Agreement is terminated before performance is completed, the COUNTY shall pay the PROFESSIONAL for work satisfactorily performed on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports and studies completed to date.

SECTION 9. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 10. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission, or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and \$1,000,000.00 aggregate. The PROFESSIONAL shall provide to the COUNTY proof of such insurance upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL shall also cause specialists, sub-professionals and other professionals retained by PROFESSIONAL for performance of this Agreement to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. *Said certificate(s) shall provide that policy(ies) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; the PROFESSIONAL, specialists, sub-professionals and other professionals shall name Hernando County as additional insured as to general liability, including a waiver of subrogation; and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 11. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

For the breach of violation of this section the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 12. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without prior written approval from the COUNTY. The PROFESSIONAL also agrees that it shall not publish, copyright, or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section (7) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 13. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this section in any subcontract into which it might enter in furtherance of performance of this Agreement.

SECTION 14. The COUNTY reserves the right to suspend, cancel, or terminate this Agreement without penalty in the event one or more of the PROFESSIONAL'S corporate officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have the indictment or direct information dismissed or is found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. In the event of termination under this section, PROFESSIONAL shall immediately turn over to the COUNTY reproducible copies of all PROFESSIONAL documentation, and data prepared or obtained under this Agreement in conformity with the provisions of section (7) hereof. The COUNTY shall compensate the PROFESSIONAL for its services rendered up to the time of any such termination in accordance with section (8) hereof.

SECTION 15. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons or entities employed or utilized by PROFESSIONAL in the performance of this Agreement.

This section shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in the Section 768.28, Florida Statutes.

SECTION 16. NOTICES. All notices given by one party to the other party under this Agreement must be delivered to the receiving party's address set forth on this Agreement either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. If the County is the recipient, the notice must be

addressed to Chief Procurement Officer, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604 or emailed to crossiter-smith@hernando.co.fl.us.

SECTION 17. The COUNTY reserves the right to audit the PROFESSIONAL's records that relate to equipment, goods or services and expenditures used, provided, and incurred in performance of this Agreement. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to performance of this Agreement. The COUNTY further reserves the right to reproduce any of the aforementioned documents.

SECTION 18. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES AT ALL LEVELS OF THE LITIGATION. BY SIGNING THIS AGREEMENT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY LEGAL DISPUTE ARISING UNDER THIS AGREEMENT.

SECTION 19. E-VERIFY- PROFESSIONAL and its agents must have a legally authorized workforce.

PROFESSIONAL is advised that the COUNTY has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the COUNTY will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by entering into this Agreement, PROFESSIONAL represents and warrants (a) that the PROFESSIONAL is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the PROFESSIONAL employees are legally eligible to work in the United States, and (c) that the PROFESSIONAL has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of PROFESSIONAL's intent to use and/or current use of unauthorized workers may not be a basis to delay the COUNTY'S award of a contract to the PROFESSIONAL unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the COUNTY.

Legitimate claims of the PROFESSIONAL's use of unauthorized workers must be reported to both of the following agencies:

- (i) The COUNTY'S Procurement Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the PROFESSIONAL's employees are not legally eligible to work in the United States, the COUNTY may, in its sole discretion, demand that the PROFESSIONAL cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the COUNTY, and/or debar the PROFESSIONAL from bidding on all COUNTY contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

PROFESSIONAL is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social SECURITY numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 20. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 21. SUCCESSORS AND ASSIGNS; ASSIGNMENT. - The COUNTY and the PROFESSIONAL each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the PROFESSIONAL shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 22. TRAVEL. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

Section 23. INDEPENDENT CONTRACTOR. The PROFESSIONAL shall be legally considered an independent contractor and neither the PROFESSIONAL, its servants, agents, employees, sub-contractors, sub-professionals or other persons or entities hired by PROFESSIONAL in furtherance of performance of this Agreement, shall, under any circumstances, be considered servants, agents or employees of the COUNTY; and the COUNTY shall at no time be responsible for any negligence or other wrongdoing by the PROFESSIONAL, its servants, agents, employees, subcontractors, sub-professionals or other persons or entities hired by PROFESSIONAL in furtherance of performance of this Agreement.

Section 24. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed stricken, and such holding will not affect the validity of the remaining portion thereof.

Section 25. WAIVER. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

Section 26. NO WARRANTY BY THE COUNTY. Approval by the COUNTY of any of the PROFESSIONAL's work, including but not limited to written reports, or any work products furnished hereunder, shall not relieve the PROFESSIONAL of responsibility for the technical accuracy and adequacy of work under this Agreement. Neither the COUNTY's approval or acceptance, or payment for any services furnished under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

SECTION 27. This Agreement, including its Exhibits (Exhibit "A" Scope of Services; Exhibit "B" Compensation and Method of Payment; Exhibit "C" Anti-Human Trafficking Affidavit; Exhibit "D" Foreign Countries of Concern), attached hereto, and COUNTY Purchase Orders, all incorporated herein, represent the entire agreement between COUNTY and the PROFESSIONAL with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the Parties in any way relating to the subject matter of this Agreement.

In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

- Agreement
- Attachments:
- Exhibit "A" Scope of Services
- Exhibit "B" Compensation and Method of Payment
- Exhibit "C" Anti-Human Trafficking Affidavit
- Exhibit "D" Foreign Countries of Concern

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

Randall L Adkins
Signature

Randall L Adkins, President
Printed Name and Title

Integrated Environmental Technology, LLC
Firm Name

October 2, 2025
Date

Chairman,
HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office



Scope of Work

Carbon Credit Management and Brokerage Services

Prepared for: Hernando County Solid Waste Department

Provided by: Integrated Environmental Technology

1. Project Purpose

Hernando County is assuming operational control of the landfill gas flare previously managed by Archaea and, with it, the responsibility for generating and managing greenhouse gas emissions credits under the Climate Action Reserve (CAR).

IET will serve as the County's exclusive broker and technical advisor in the verification, issuance, marketing, and sale of these credits, using the CAR platform to achieve the greatest possible value while working within CAR's operational and protocol constraints.

2. Scope of Services

A. Project Registration and Setup

- Confirm project ownership and account details within CAR, ensuring Hernando County is listed as the legal owner of record.
- Maintain project documentation and ensure compliance with all CAR protocols and reporting requirements.

B. Ongoing Program Management

- Coordinate the collection, review, and formatting of flare operation and gas destruction data for CAR compliance.
- Calculate emissions reductions in accordance with CAR protocols.
- Maintain an auditable record of all project data to facilitate verification.

C. Verification and Issuance

- Engage and manage CAR-approved third-party verifiers.
- Oversee the verification process and ensure timely issuance of CRTs.
- Pay verification and CAR issuance fees upfront on behalf of the County; recover these costs from the proceeds of CRT sales in addition to the brokerage fee.

D. Carbon Credit Brokerage

- Act as the County's exclusive broker for CRTs.
- Utilize CAR's marketplace tools, registry features, and network to identify and connect with qualified buyers, including:
 - Brokers, aggregators, and exchanges already active on CAR

- Corporate ESG program buyers
- Institutional and sustainability-driven purchasers
- Prioritize buyers based on volume capacity, pricing competitiveness, and reliability.
- Negotiate favorable terms, execute transactions, and manage settlements through the CAR platform.

E. Reporting and Advisory

- Provide periodic performance and market update reports.
- Deliver post-sale financial summaries showing gross revenue, deductions (verification, CAR fees, brokerage fee), and net proceeds to the County.
- Advise the County on strategic timing of sales and market opportunities.

3. Risk and Regulatory Considerations

- CRT eligibility is contingent upon the project meeting CAR's "additionality" requirement — i.e., reducing methane emissions beyond what is legally required.
- If the landfill becomes subject to New Source Performance Standards (NSPS) or other mandatory methane destruction regulations, the project may no longer qualify for CRT issuance.
- In the event of such regulatory changes, IET and the County will confer immediately and may suspend services without penalty.

4. Economic Viability and Break-Even Clause

- IET will conduct an economic feasibility review prior to each verification cycle.
- Example: If verification and issuance costs for a given period are estimated at \$12,000 and projected gross revenue from the sale of CRTs is \$10,000, the County and IET will agree not to proceed with verification for that period.
- The guiding principle is that IET will not advance verification unless it is expected to produce positive net value for the County. 'Net value' means the gross sale price less Upfront Recovery Fee, taxes, fees, commissions, other expenses and Brokerage Fee pursuant to Exhibit B: Compensation and Method of Payment.

Exhibit "B" Compensation and Method of Payment

A. Brokerage Fee:

1. The Broker shall be entitled to a brokerage fee equal to **fifteen percent (15%)** of the **gross sale price** of all verified **Carbon Reduction Tons (CRTs)** successfully sold on behalf of the County.
2. For purposes of this Agreement, the "gross sale price" shall mean the total transaction value received from the sale of CRTs, after deduction of **Upfront Fee Recovery** defined in subsection B. below, prior to the deduction of any taxes, fees, commissions, or other expenses.

B. Upfront Fee Recovery:

1. Verification and Climate Action Reserve (CAR) issuance fees paid upfront by Integrated Environmental Technology will be deducted from the gross sale proceeds prior to calculating the Brokerage Fee and the County's net revenue.

C. Payment Trigger:

1. Integrated Environmental Technology is compensated only upon successful sale and settlement of credits, in accordance with Scope of Work Item No. 4.
2. If no sale occurs, no brokerage fee is earned.

Exhibit "C" Anti-Human Trafficking Affidavit

In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

1. My name is Randall Adkins and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Integrated Environmental Technology, LLC, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla. Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Integrated Environmental Technology, LLC

Name of Nongovernmental Entity

Randall Adkins

Printed Name of Affiant

President

Title of Affiant

Randall L Adkins

Signature of Affiant

10/02/2025

Date

Exhibit "D" Foreign Countries of Concern

Pursuant to Florida Statutes, § 287.138, effective July 1, 2023, the County may not enter into contracts which grants an entity access to personal identifiable information if: a) the entity is owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the entity is organized under the law of or has its principal place of business in a Foreign Country of Concern.

Beginning July 1, 2025, a governmental entity is prohibited from extending or renewing a contract with an entity meeting the requirements of (a), (b) or (c) above, if the contract would give such entity access to an individual's personal identifying information.

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Florida Statutes, § 287.138, which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the entity for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

PROFESSIONAL's Legal Company Name: Integrated Environmental Technology, LLC does not meet any of the criteria set forth in Florida Statutes, § 287.138(2)(a)-(c).

Pursuant to Florida Statutes, § 92.525, under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of PROFESSIONAL's Authorized Representative: Randall Adkins

Title of PROFESSIONAL's Authorized Representative: President

Signature of PROFESSIONAL's Authorized Representative: *Randall L Adkins*

Date: 10/02/2025