



CONTRACT OF ENGAGEMENT

City of Ocala

110 SE Watula Avenue
Ocala, FL 34471

(hereinafter referred to as the '**Client**')
- and -

MRG Learning and Development (DBA 'Newleaf Training and Development')

235 South Central Avenue, Suite B, Oviedo, Florida 32765

The Client hereby engages Newleaf to provide its services for the following:-

Type of Training and Development: Design and delivery of a customized, "Leading a Respectful, High-Performance Culture", full-day seminar (Using the approved curriculum overview).

Preferred Seminar Facilitator: Mark Griffiths

The individual mentioned above has been verified as the designated person responsible for delivering this assignment. In the event that circumstances beyond Newleaf's control prevent this individual from fulfilling the terms of this contract, the client will have the choice to either select an alternative person from Newleaf's team or reschedule the delivery date.

Date(s) and Time(s): Friday May 1, 2026 between 8.30am - 4.00pm.

Location: Mary Sue Rich Community Center at Reed Place, 1821 NW 21st Ave, Ocala, FL 34475.

Agreed Fee of: \$16,297.50

Made up of:

- Full-Day Facilitation Fee (Main Speaker fee plus co-ordination of the event) = \$6,887.50
- Speaker Support Fee (To support Main Speaker in the design and delivery) = \$1,900.00
- Design of Curriculum and Materials (Slide Deck, Activities and Participant Workbook) = \$5,760.00
- 4-Colors Self-Assessment Survey (x 200 copies @ \$5 each) = \$1,000.00
- Travel and Accommodation = \$750.00

Deposit of \$8,148.75 representing **50%** of the **Agreed Fee** (This payment is due within 30 days of contract execution)

Rebooking Policy (if the *Client* reschedules):

~~(I) **Less than 15 days' notice** – The Client agrees to pay 25% of the agreed fee if the cancellation of the original date(s) occurs with less than 15 days' notice before the event. This payment will not be applied as a prepayment toward the new contract with the rescheduled date(s), but will be regarded as a penalty payment due to the rebooking request being made with less than 15 days' notice.~~

~~(II) **16-45 days' notice** – The Client agrees to pay 10% of the agreed fee if the cancellation of the original date(s) is made with more than 15 days but less than 45 days before the event. This payment will not be applied as a prepayment toward the new contract with the rescheduled date(s), but will be regarded as a penalty payment due to the rebooking request being made within 16-45 days' notice.~~

~~(III) **More than 45 days' notice** – No charge.~~

Cancelation Policy (if the *Client* cancels):

~~(I) **Less than 15 days' notice** – The Client agrees to pay 75% of the agreed fee if the cancellation is made with less than 15 days to run before the event. This payment will not be applied as a prepayment toward any future contract but is accepted by the Client as a penalty payment for canceling~~

~~(II) **16-45 days' notice** – The Client agrees to pay 50% of the agreed fee if the cancellation is made with more than 15 days but less than 45 days before the event. This payment will not be applied as a prepayment toward any future contract but is accepted by the Client as a penalty payment for canceling.~~

~~(III) **More than 45 days' notice** – The Client agrees to pay 25% of the agreed fee if the cancellation is made with more than 45 days' notice. This payment will not be applied as a prepayment toward any future contract but is accepted by the Client as a penalty payment for canceling.~~

Force Majeure:

Force Majeure is related to the concept of an 'act of God,' signifying an event for which no party can be held accountable. Examples include earthquakes, hurricanes, tornadoes, or other extreme weather conditions that may make travel precarious. More recently, this category has extended to include events like the COVID-19 virus. Force majeure also encompasses human actions, such as acts of terrorism and armed conflict.

In the case of Force Majeure, the following will apply regarding Rebooking or Cancellation:

Rebooking: If Force Majeure causes the event to be rescheduled instead of canceled, the Client accepts that Newleaf is still able to invoice and be paid as if the work was completed on the original date(s). Essentially, the Client is fully pre-paying, with the advantage of avoiding any rebooking fees mentioned above.

Cancellation: If Force Majeure causes the event to be canceled, the Client agrees that any deposits paid to Newleaf will be held on account by Newleaf. These deposits will be applied to future bookings made by the Client at dates not yet determined for work not yet defined.

Billing:

The fees, along with any associated travel costs, must be remitted in full to Newleaf within a maximum period of 30 days from the date of the invoice. In cases where this contract entails tasks to be delivered in different stages, Newleaf will issue billing at the midpoint of the month (for work concluded between the 1st and 14th of the month) and at the close of the month (for work completed between the 15th and 31st of the month). The invoice amount will be reduced by the relevant deposit portion.

All check payments are to be made payable to MRG Learning and Development LLC.

It is understood that Newleaf is to send invoices directed to the attention of Alex Schnortz at aschnortz@ocalafl.gov.

Convenience Fee:

For the Client's convenience, Newleaf accepts all major debit and credit cards. If the Client chooses to make a payment using a debit or credit card, any associated fees, typically ranging between 2-3.25% (subject to change by the card company) of the transaction value based on the chosen card, will be passed on to the Client. Additionally, any transaction fees incurred by Newleaf will also be billed to the Client.

Late Charge:

All invoice payments are required to be settled within a maximum of 15 days from the invoice date. If payment is not received by 5 pm on the due date, it will be classified as late. In such instances, a late payment penalty of \$125 will be levied on the invoice, regardless of the contract's total value. Additionally, any outstanding balances will accrue interest at a rate of one-half of one percent (0.5%) per month until the entire balance is fully settled.

Guarantee:

Newleaf consistently works to fully understand the Client's goals for the contracted training and development initiative. These goals may include improvements in sales, profits, employee morale, leadership efficacy, time management, or customer service, among others. It's important to note that while Newleaf strives to achieve these outcomes, guaranteeing specific results is not feasible due to the influence of external factors beyond Newleaf's control.

Indemnity and Professional Liability:

Newleaf shall assume the responsibility to defend, indemnify, and hold the Client, its officers, employees, and agents harmless from any and all liability, loss, expenses (including reasonable attorneys' fees), or claims for injury or damages arising from the execution of this Contract. This obligation applies solely to the extent that such liability, loss, expenses, attorneys' fees, or claims result from the negligent or intentional acts or omissions of Newleaf, its officers, employees, agents, or subcontractors.

Conversely, the Client shall undertake the duty to defend, indemnify, and hold harmless Newleaf, its officers, employees, and agents from any and all liability, loss, expenses (including reasonable attorneys' fees), or

claims for injury or damages resulting from the performance of this Contract. This responsibility applies to the extent that such liability, loss, expenses, attorneys' fees, or claims arise from the negligent or intentional acts or omissions of the Client, its officers, employees, or agents.

The termination of this Contract or the completion of the actions stipulated under this Contract will not absolve any party of their obligation to provide indemnity for any claim or cause of action asserted. This obligation persists as long as the event(s) forming the basis of such claim or cause of action occurred before the effective termination date or completion.

Other Terms:

The individuals whose signatures appear on this Agreement are acknowledged as authorized representatives of the respective parties they sign on behalf of, possessing the authority to obligate said party to all the terms and conditions herein. In the event of legal action between the Client and Newleaf concerning this Agreement, the prevailing party has the right to recover all costs and expenses, including court expenses and reasonable attorneys' fees from the losing party.

No waiver of any provision in this Agreement shall be construed as a waiver of any other provisions, nor shall any waiver be ongoing. Waivers are binding only if formally documented in writing. This Agreement represents the entire understanding between the parties and can be amended, altered, terminated, or discharged only through a written document signed by the party against whom changes are sought.

This Agreement is interpreted and enforced according to, and governed by, the laws of the State of Florida. Headings used are for reference only and do not restrict the meaning of the provisions. The Agreement can be executed in multiple counterparts, including via facsimile transmission, with each copy regarded as an original, collectively constituting a single instrument. Timeliness is a fundamental aspect of each provision outlined in this Agreement.

Use of Behavioral Assessments:

If this assignment involves the use of a behavioral assessment, the Client acknowledges and agrees that such assessments are not advisable for pre-employment screening, as they do not measure distinct skills, aptitudes, or position-specific traits. It should be noted that behavioral assessments should be just one of several factors considered when making employment decisions.

Furthermore, the Client acknowledges and agrees that Newleaf will not disclose the specific results of any behavioral assessments completed by the Client's employees. If the Client seeks access to individual assessments, permission must be obtained directly from the respective employee(s) as Newleaf will not provide such information.

Contract Acceptance:

To accept this contract, please sign electronically or scan and email it to mark.griffiths@newleafd.com.

The undersigned parties agree to the terms and conditions detailed above between the Client and Newleaf.

Signed: *MRC Griffiths*

Name: **Mark Griffiths**

Position: **Client Partner/Owner**

on behalf of **MRG Learning and Development LLC (DBA Newleaf Training and Development)**

Dated: **3/11/2026**

Initial for acknowledgment of inclusion of City Contract Provisions

^{DS}
MG

Signed: ^{DocuSigned by:}
Christopher Watt
8C80B9F07388433...

Name: **Chris Watt**

Position: **Chief of Staff**

on behalf of **The City of Ocala**

Dated:

Approved as to Form
and Legality:

^{Signed by:}
William E. Sexton, Esq.
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William E. Sexton., Esq
City Attorney

CITY CONTRACT PROVISIONS

PUBLIC RECORDS. Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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, Florida Statutes, or as otherwise provided by law.
- C. 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 contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

TERMINATION FOR NON-FUNDING. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

CITY CONTRACT PROVISIONS

TERMINATION FOR CONVENIENCE. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

Certificate Of Completion

Envelope Id: B74B1B9A-7CB9-88AD-81DD-473AD3C97764
 Subject: FOR SIGNATURE - (HUM/260606) NewLeaf One-Day Training
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Amber Bartleson
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 abartleson@ocalafl.gov
 IP Address: 216.255.240.104

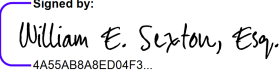
Record Tracking

Status: Original
 4/1/2026 10:51:50 AM
 Security Appliance Status: Connected
 Holder: Amber Bartleson
 abartleson@ocalafl.gov
 Pool: StateLocal
 Location: DocuSign

Signer Events

William E. Sexton, Esq.
 wsexton@ocalafl.gov
 City Attorney
 Security Level: Email, Account Authentication
 (None)

Signature


Signed by:

 4A55AB8A8ED04F3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Timestamp

Sent: 4/1/2026 11:02:18 AM
 Viewed: 4/1/2026 11:21:53 AM
 Signed: 4/1/2026 11:23:22 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2023 9:02:35 AM
 ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Mark Griffiths
 mark.griffiths@newleaftd.com
 Security Level: Email, Account Authentication
 (None)

^{DS}

 Signature Adoption: Pre-selected Style
 Using IP Address:
 2603:9001:2000:3586:2c9f:5c32:54e7:478

Sent: 4/1/2026 11:23:24 AM
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Electronic Record and Signature Disclosure:
 Accepted: 4/1/2026 2:27:28 PM
 ID: 5f6bddcb-a550-40ca-8509-e269b41cb2d6

Christopher Watt
 cwatt@ocalafl.org
 Chief of Staff
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 8C80B9F07388433...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Viewed: 4/1/2026 2:43:54 PM
 Signed: 4/1/2026 2:44:35 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/1/2026 2:43:54 PM
 ID: 4cac18a8-42fe-4708-bde3-b4816651231a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/1/2026 11:02:18 AM
Certified Delivered	Security Checked	4/1/2026 2:43:54 PM
Signing Complete	Security Checked	4/1/2026 2:44:35 PM
Completed	Security Checked	4/1/2026 2:44:35 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.